

Attachment 1: PNR 10-003 (Baker)

- **Partial Nonrenewal application**
 - Graphics: Vicinity Map, Ag Preserve Map, Site Plan
- **Amended Contract:**
 - Exhibit A Legal Description
 - Exhibit B Map: Land in Amended Contract

Case No. PNR 10-063
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors
2800 West Burrel Avenue
Visalia, CA 93291-4582

(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2011. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A". I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 110-030-018 (Portion)
Acreage 75.85 If applicable: Condition of Approval of Project No. PLA 09-029

By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

Robert M. Baker and Patricia A. Baker, as Trustees of the Robert
and Patricia Baker Trust dated September 19, 1994, P. O. Box 127,
Ivanhoe, CA 93235

Signature of each current owner: (witnessed by below-named Notary Public)

Robert M. Baker
Patricia A. Baker

STATE OF CALIFORNIA
COUNTY OF Tulare) S.S.

On March 23, 2010 before me,

Deanne F. Rocha a Notary Public
in and for said County and State, personally appeared (printed names):

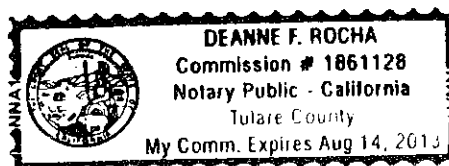
Robert M. Baker

Patricia A. Baker

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Deanne F. Rocha



NOTE to Applicants: This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff (at 559-733-6291 or address above) for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Planning Division, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Nonrenewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 1240

Land Conservation Contract No. 55635

Recorded on (Date) February 23, 1971 as Document No. 1971-8412 (vol 2948 pg 428)

Name(s) of Original/Contract Owner(s) William Yunt Estate, William E. Yunt
and Rosemary A. Yunt

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on _____ by Resolution No. _____

Dated: _____

Clerk or Deputy Clerk of the Board of Supervisors of the County of Tulare

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____ before me, a Clerk (or Deputy Clerk) _____ of the Board of Supervisors of the County of Tulare, appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness by hand and official seal:

Clerk of the Board of Supervisors
County of Tulare, pursuant to the
Authority of Civil Code
Sections 1181 and 1184.

Signature: _____
Deputy Clerk

COPIES SENT TO:
RMA, Planning Division
Assessor - 2
State Dept. of Conservation

DATE: _____

(11/08)

"Exhibit A"

Legal Description of land affected by this Notice of Partial Nonrenewal of Land Conservation Contract

Parcel 1: APN 110-030-018 (Contracted parcel for renewal)

The West half of the northwest quarter of Section 5, Township 18 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof.

Excepting therefrom, the easterly 170.15 feet of the southerly 332.14 feet of the northerly 1654.88 feet of the West half of the northwest quarter of said Section 5. Said northerly 1654.88 feet shall be as measured along the easterly line of the West half of the northwest quarter of said Section 5.

Together with an easement for ingress and egress over and across the southerly 18.00 feet of the northerly 1654.88 feet of the West half of the northwest quarter of said Section 5, excepting therefrom the easterly 170.15 feet thereof.

Also together with a utility easement for natural gas service line over and across the easterly 15.00 feet of the West half of the northwest quarter of said Section 5, excepting therefrom that portion thereof lying within the northerly 1654.88 feet of the West half of the northwest quarter of said Section 5.

Parcel 2: APN 110-030-019 (Parcel not renewed)

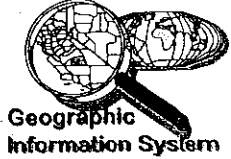
That portion of the West half of the northwest quarter of Section 5, Township 18 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, more particularly described as follows:

The easterly 170.15 feet of the southerly 332.14 feet of the northerly 1654.88 feet of the West half of the northwest quarter of said Section 5. Said northerly 1654.88 feet shall be as measured along the easterly line of the West half of the northwest quarter of said Section 5.

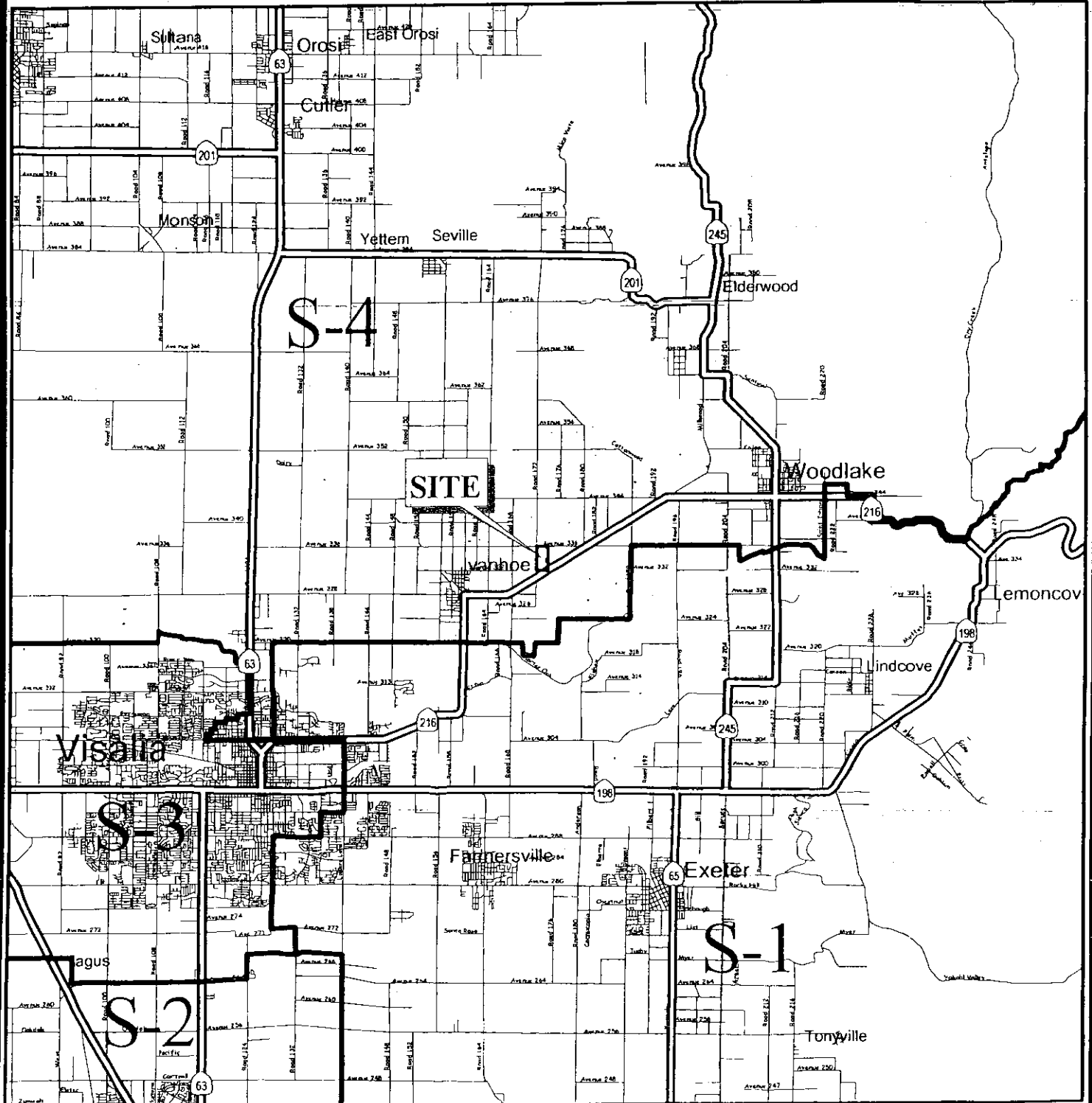
Together with an easement for ingress and egress over and across the southerly 18.00 feet of the northerly 1654.88 feet of the West half of the northwest quarter of said Section 5, excepting therefrom the easterly 170.15 feet thereof.

Also together with a utility easement for natural gas service line over and across the easterly 15.00 feet of the West half of the northwest quarter of said Section 5, excepting therefrom that portion thereof lying within the northerly 1654.88 feet of the West half of the northwest quarter of said Section 5.

County of Tulare



Vicinity Map for PNR 10-003

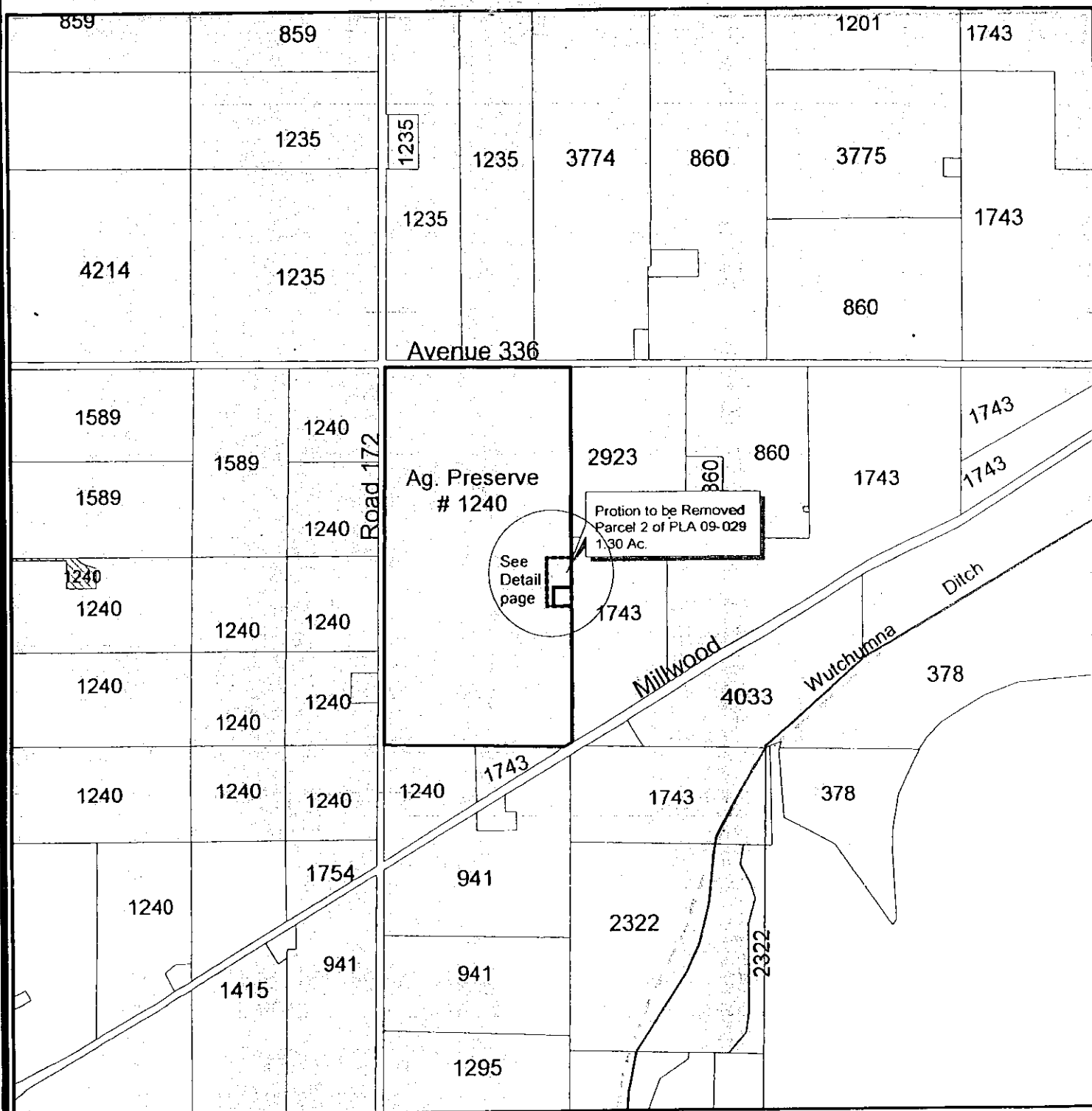
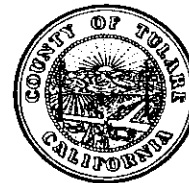


1.5 0 1.5 3 4.5 6 Miles

Supervisorial Districts
 Site in District #4

N








Owner: BAKER ROBERT M & PATRICIA A
Address: B-1 RANCH
City, State ZIP: P O BOX 127
Applicant: BAKER
Supervisory District #
Assessors Parcel # 110030018

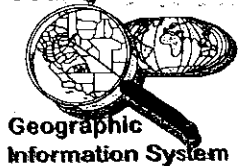
500 0 500 1000 1500 2000 Feet

Ag Preserves

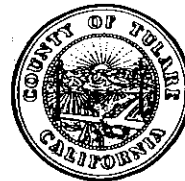
 Williamson Act Preserves
 Williamson Act Preserves - Non Renewal
 Farmland Security Zones



County of Tulare



Ag. Preserve Map
PNR 10-003
Ag. Preserve #1240
(Detail)



Owner: BAKER ROBERT M & PATRICIA A
Address: B-1 RANCH
City, State ZIP: P O BOX 127
Applicant: BAKER
Supervisory District #
Assessors Parcel # 110030018

200 0 200 400 600 800 Feet

Ag Preserves
Williamson Act Preserves
Williamson Act Preserves - Non Renewal
Farmland Security Zones

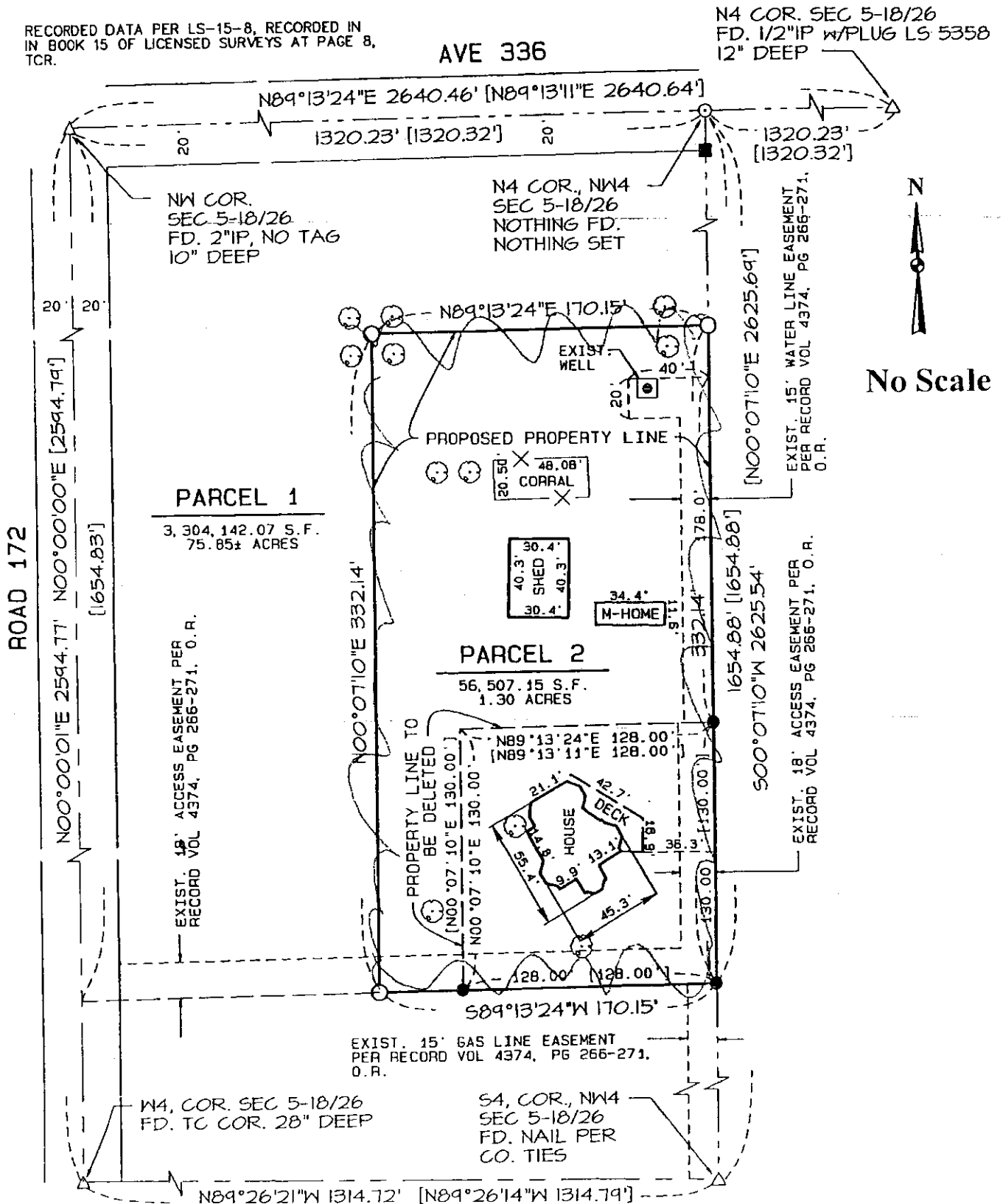


LEGEND

- PARCEL BOUNDARY
- - - SECTION LINE
- ✕ EXISTING FENCE
- ◻ EXIST. WELL
- △ FD. & ACCEPTED AS DESCRIBED.
- FD. 3/4" IP w/TAG LS4433
- FD. IRON STAKE
- SET 3/4" IP w/TAG RCE 12616
- ⊙ NOTHING FD. NOTHING SET

[] RECORDED DATA PER LS-15-8, RECORDED IN IN BOOK 15 OF LICENSED SURVEYS AT PAGE 8, TCR.

Lot Line Adjustment for PNR 10-003



1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

3
4 Clerk, Board of Supervisors
5 2800 West Burrell Avenue
6 Visalia, CA 93291-4582
7 (No Recording Fee, Per Govt
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 1240
12 RESOLUTION NO. 70-2252

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 5635
17 RECORDED ON 02/23/1971 AS DOCUMENT NO. 1971-8412
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY

21 REFERRED TO AS AGREEMENT NO. 5635 A, RESOLUTION NO. _____,

22 is made and entered into as a result of a Partial Non-renewal Application for

23 APN No. 110-030-018, as of this _____ day of

24 _____, 20____, by and between Robert M. Baker and Patricia

25 A. Baker, as Trustees of the Robert and Patricia Baker Trust dated September 19, 1994

26 hereinafter referred to as the "Owner", and the COUNTY of TULARE, hereinafter

27 referred to as the "County";

28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 5635 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 110-030-018
33 with legal description as described in Exhibit A and illustrated in Exhibit B.

1 WHEREAS this contract amendment applies only to the owners of the Subject
2 Property: A.P.N. No(s). 110-030-018;

3 WHEREAS, the original Land Conservation Contract was entered into pursuant
4 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an
5 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue
6 and Taxation Code;

7 WHEREAS, the Owner has applied for a partial non-renewal of said Land
8 Conservation Contract Number 5635 in regards to all or a portion the Subject Property
9 APN # 110-030-018 to satisfy the conditions set forth as a Condition of Approval of
10 Project Number (if applicable) PLA 09-029 owner's application for a Lot Line
11 Adjustment.

12 WHEREAS, the County in consideration for granting the Partial Non-renewal,
13 desires to amend Land Conservation Contract Number 5635 in regards to the land owned
14 by Owner to include a provision which states that the original contract and that portion
15 subject to the partial non-renewal, will continue to be in full force and effect, subject to
16 the express condition that funds be annually appropriated by the State of California, and
17 that annual payments continue to be made to the County by the State Controller, under
18 the provisions of the Open Space Subvention Act (California Government Code section
19 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
20 terminate the Contract in regards to the land owned by Owner and declare it null and
21 void.

22 WHEREAS, this amendment does not change any of the terms and conditions of
23 the original Land Conservation Contract other than those stated herein.

24 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 5635 for the
2 Subject Property, is entered into pursuant to the Williamson Act and all of the provisions
3 of said Act, including any amendments hereafter enacted, are hereby incorporated by
4 reference and made a part of this Contract as if fully set forth herein.

5 2. The Board of Supervisors of the County may from time to time during the
6 term of the Contract and any renewals thereof, by resolution or ordinance, add to the
7 permissible uses of the Subject Property listed in the Resolution establishing the
8 Preserve. However, the Board of Supervisors may not during the terms of the Contract
9 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
10 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

11 3. Nothing in this Contract shall limit or supersede the planning, zoning, and
12 other police powers of the County, and the right of the County to exercise such powers
13 with regard to the Subject Property. All uses of and actions regarding the Subject
14 Property shall comply with all applicable local ordinances, regulations, resolutions and
15 state laws, as adopted or amended from time to time.

16 4. This Land Conservation Contract regarding land owned by Owner is made
17 expressly conditioned upon the State's continued compliance with the provisions of the
18 Open Space Subvention Act. If in any year the State fails to make any of the subvention
19 payments to the County required under the provision of the Open Space Subvention Act,
20 then this Contract regarding land owned by Owner, at the option of, and in the sole and
21 absolute discretion of the County, may be terminated by the County and declared null and
22 void. ~~The State's failure to make such payments may be due to non-appropriation of~~
23 funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of

1 the applicable provisions of the Open Space Subvention Act, or by any other cause
2 whatsoever. The County may exercise its option to declare the Contract null and void by
3 delivering notice to the Department of Conservation, Division of Land Resource
4 Protection, Owner or successors or assigns, and by recording such notice in the Official
5 Records of Tulare County. This Amended Land Conservation Contract No. 5635 A,
6 regarding land owned by Owner, shall terminate with no continuing contractual rights of
7 any kind; provided, however, that the owner may apply for a new Land Conservation
8 Contract or Farmland Security Zone Contract as otherwise may be provided by law.

9 5. Any notices required to be given to the County under this Amendment to
10 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of
11 the County, and any notices to be given to the Owner shall be mailed to the following
12 name(s) and address(es):

13 Name, mailing address, and phone number of each current owner of subject property:
14 (please type or print)

15
16 Robert M. Baker and Patricia A. Baker, Trustees

17 P.O. Box 127, Evanhoe, CA 93235
18
19
20

21 * * *
22
23
24
25

26 By execution hereof, the undersigned parties declare under penalty of perjury that
27 he/she/they constitute and are all of the fee title owners of the Subject Property
28 described herein, and are, or are the successors-in-interest of, the owners of such
29 property who entered into the Land Conservation Contract.
30

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of
2 each current owner, witnessed by below-named Notary Public):
3

4 OWNER(S)

5 ROBERT M. BAKER
6 (Print Name)

7 Robert M. Baker
(Signature)

8 Patricia A. Baker
9

10 Patricia A. Baker
11
12
13
14
15
16

17 STATE OF CALIFORNIA
18 COUNTY OF Tulare } s. s.

19 On 9-23-10 before me,

20 Pamela Hart a Notary Public

21 in and for said County and State, personally appeared (printed names) :

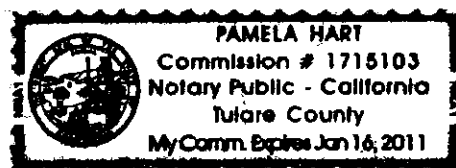
22 Robert m. Baker and Patricia A. Baker
23
24
25
26

27 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
28 ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they
29 executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their
30 signature(s) on the instrument the person(s), or the entity upon behalf of which the
31 person(s) acted, executed the instrument.

32 I certify under PENALTY OF PERJURY under the laws of the State of California that the
33 foregoing paragraph is true and correct.
34

35 WITNESS my hand and official seal

36 Signature Pamela Hart
37
38



1 COUNTY OF TULARE

2
3
4 BY: _____
5 Chairman, Board of Supervisors

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

10
11
12
13 * AREA TO BE COMPLETED BY BOARD'S NOTARY *
14

15
16 STATE OF CALIFORNIA)
17) ss.
18 COUNTY OF TULARE)
19

20 On _____ before me, _____ a
21 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,,
22

23 appeared _____ who proved to me on the basis of
24 satisfactory evidence to be the person whose name is subscribed to the within instrument
25 and acknowledged to me that he/she executed the same in his/her authorized capacity,
26 and that by his/her signature on the instrument the person, or the entity upon behalf of
27 which the person acted, executed the instrument.

28
29 I certify under PENALTY OF PERJURY under the laws of the State of California
30 that the foregoing paragraph is true and correct.
31

32 WITNESS my hand and official seal.
33

34 _____
35 Signature of Notary Public County and State
36

37 Attachment
38
39
40

1
2
3
4
5
6

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION OF SAID WEST HALF, DESCRIBED AS FOLLOWS:

THE EASTERLY 128.00 FEET OF THE SOUTHERLY 130.00 OF THE NORTHERLY 1654.88 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5. SAID NORTHERLY 1654.88 FEET SHALL BE AS MEASURED ALONG THE EASTERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTHERLY 18.00 FEET OF THE EASTERLY 128.00 FEET OF THE SOUTHERLY 130.00 FEET OF SAID NORTHERLY 1654.88 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5.

ALSO TOGETHER WITH AN EASEMENT OF INGRESS AND EGRESS OVER AND ACROSS THE EASTERLY 18.00 FEET OF THE SOUTHERLY 112.00 FEET OF THE NORTHERLY 1636.88 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, SAID 1636.88 FEET SHALL BE AS MEASURED ALONG THE EASTERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5

7

APN NO. 110-030-018

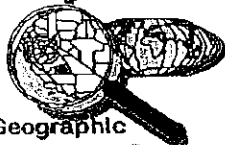
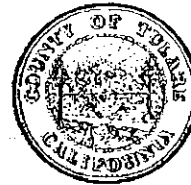


Exhibit "B"

Land In Amended Contract No. 5635A



Avenue 336

Baker Contract #5635
APN 110-030-018

Road 172

Not Renewal
PNH 10-003

Millwood

200 0 200 400 600 Feet



Owner: **BAKER ROBERT M & PATRICIA A**
Address: **B-1 RANCH**
City, State ZIP: **P O BOX 127**

Supervisory District #

Assessors Parcel # **110030018**

Attachment 2: PNR 10-005 (Akin)

- Partial Nonrenewal application
 - Graphics: Vicinity Map, Ag Preserve Map, Site Plan
- Amended Contract:
 - Exhibit A Legal Description
 - Exhibit B Map: Land in Amended Contract

Case No. PNR 10-005
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors
2800 West Burrel Avenue
Visalia, CA 93291-4582
(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2011. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A".

I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s) 110-040-008 (Portion)
Acreage 1.49 If applicable: Condition of Approval of Project No. PPM 09-049
By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

Mary Louise Akin, (559) 798-0755

N/A

32980 Road 172, Visalia, CA 93292

Signature of each current owner: (witnessed by below-named Notary Public)

Mary Louise Akin

STATE OF CALIFORNIA,
COUNTY OF Tulare) S.S.

On 4-12-10 before me,

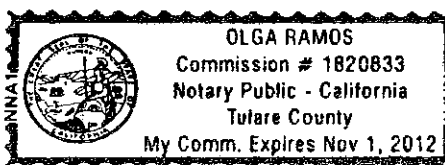
Olga Ramos a Notary Public
in and for said County and State, personally appeared (printed names):

Mary Louise Akin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Olga Ramos



NOTE to Applicants: This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff (at 559-733-6291 or address above) for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Planning Division, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Nonrenewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 941

Land Conservation Contract No. 3833

Recorded on (Date) Feb 10, 1970 as Document No. 6416 (Vol 2883 pg 343)

Name(s) of Original/Contract owner(s) James P. Akin and Mary L. Akin

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on _____ by Resolution No. _____

Dated: _____
Clerk or Deputy Clerk of the Board of Supervisors of the County of Tulare

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____ before me, a Clerk (or Deputy Clerk) of the Board of Supervisors of the County of Tulare, appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness by hand and official seal.

Clerk of the Board of Supervisors
County of Tulare, pursuant to the
Authority of Civil Code
Sections 1181 and 1184.

Signature: _____
Deputy Clerk

COPIES SENT TO:
RMA, Planning Division
Assessor -- 2
State Dept. of Conservation

DATE: _____

"Exhibit A"

That portion of the North half of the Southwest quarter of the Southwest quarter of Section 5, Township 18 South, Range 26 East, Mount Diablo Base and Meridian, more particularly described as follows:

~~Commencing for reference at the Northwest corner of said North half;~~

Thence East along the North line of said North half a distance of 520.03 feet to the **True Point of Beginning**;

Thence South, perpendicular to said North line, a distance of 220.00 feet;

Thence East, parallel with said North line, a distance of 295.00 feet;

Thence North a distance of 220.00 feet to a point on said North line;

Thence West along said North line a distance of 295.00 feet to the **True Point of Beginning**.

Together with an easement for access and public utility purposes, 20.00 feet in width, located South of and adjacent to the following described line:

Beginning at the Northwest corner of said North half;

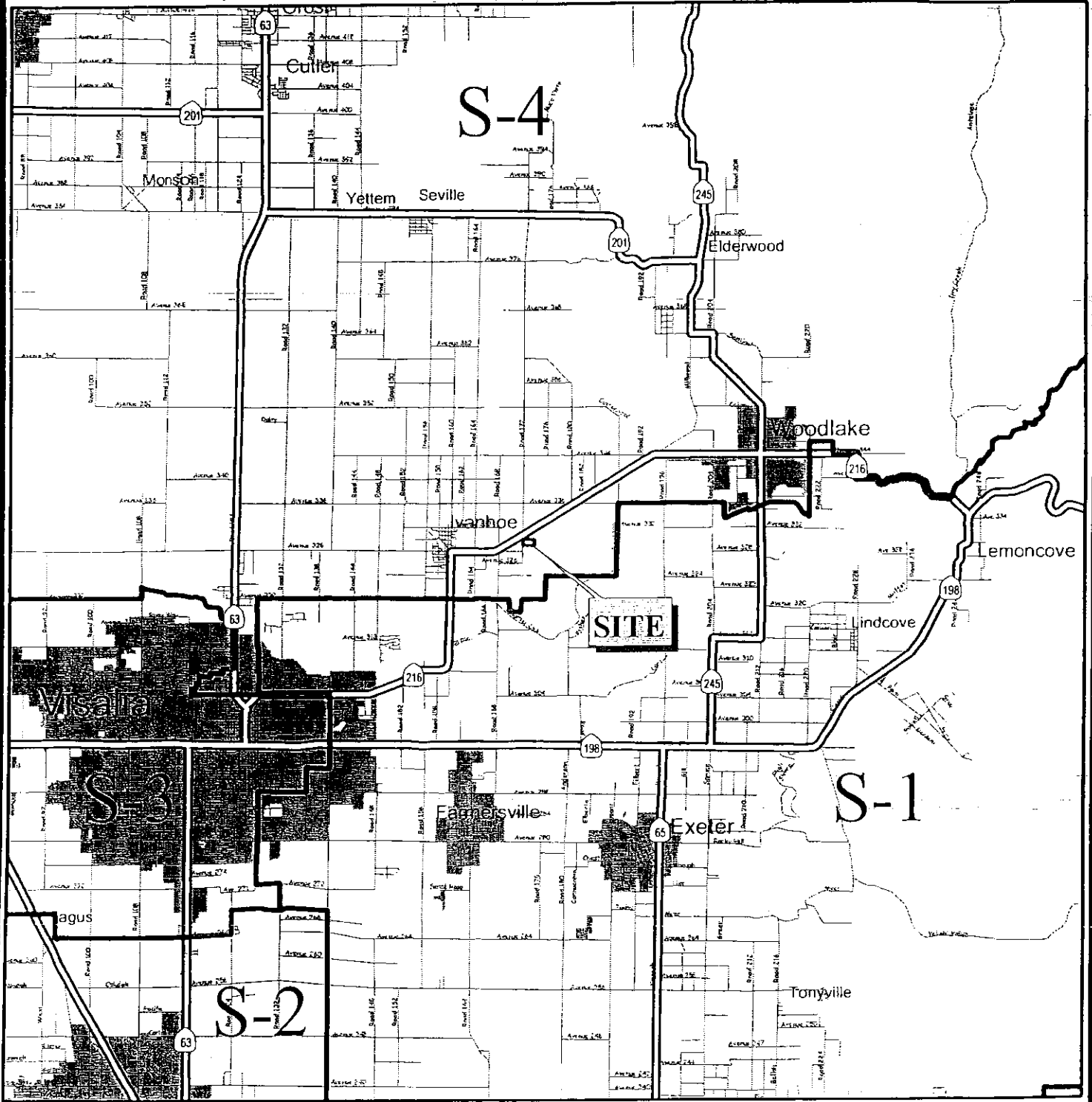
Thence East along the North line of said North half a distance of 520.03 feet to the **Terminus** of the line being described.

County of Tulare



Geographic
Information System

Vicinity Map for PNR 10-005



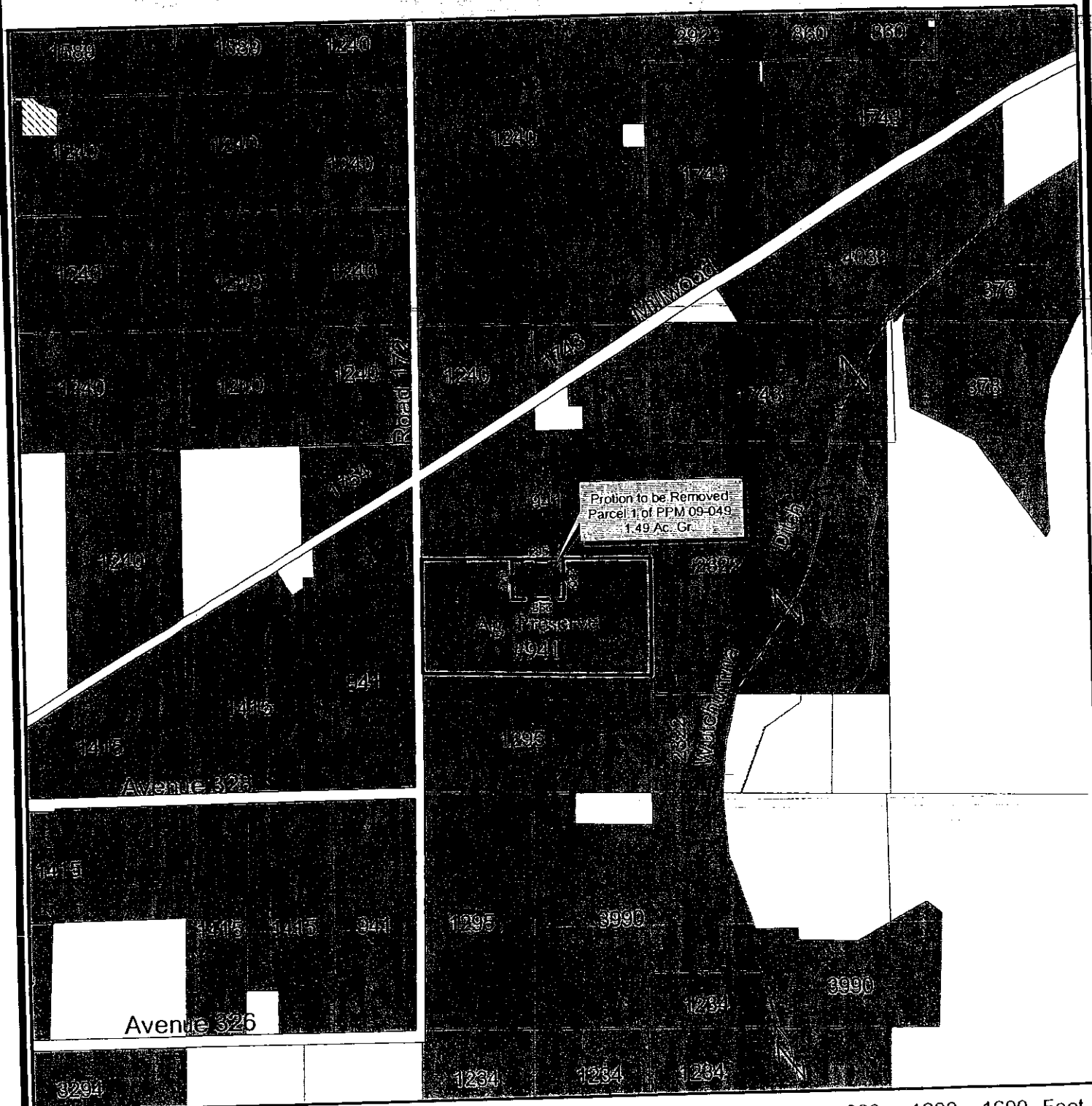
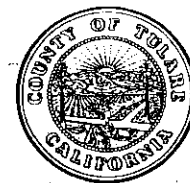
1.5 0 1.5 3 4.5 6 Miles

Supervisorial Districts
Site in District #4

N






Ag. Preserve Map
PNR 10-005
Ag. Preserve #941



Owner: AKIN MARY L (TR)
Address: 32980 RD 172
City, State ZIP: VISALIA CA 93292
Applicant: MARY LOUISE AKIN
Agent: ZERLANG
Supervisory District #4
Assessors Parcel # 110040008

400 0 400 800 1200 1600 Feet

Ag Preserves

-  Williamson Act Preserves
 Williamson Act Preserves - Non Renewal
 Farmland Security Zones



SW 1/4 SEC. 5-16-26
FO. PATCH. 2' O/S



1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

3
4 Clerk, Board of Supervisors
5 2800 West Burrel Avenue
6 Visalia, CA 93291-4582
7 (No Recording Fee, Per Govt
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 941
12 RESOLUTION NO. 69-2970

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 3833
17 RECORDED ON 02/10/1970 AS DOCUMENT NO. 1970-6416
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 3833 A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-renewal Application for
23 APN No. 110-040-008, as of this _____ day of
24 _____, 20____, by and between Mary Louise Akin
25 hereinafter referred to as the "Owner", and the COUNTY of TULARE, hereinafter
26 referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 3833 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 110-040-008
32 with legal description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 110-040-008;

1 WHEREAS, the original Land Conservation Contract was entered into pursuant
2 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an
3 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue
4 and Taxation Code;

5 WHEREAS, the Owner has applied for a partial non-renewal of said Land
6 Conservation Contract Number 3833 in regards to all or a portion the Subject Property
7 APN # 110-040-008 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PPM 09-049 owner's application for a
9 Parcel Map.

10 WHEREAS, the County in consideration for granting the Partial Non-renewal,
11 desires to amend Land Conservation Contract Number 3833 in regards to the land owned
12 by Owner to include a provision which states that the original contract and that portion
13 subject to the partial non-renewal, will continue to be in full force and effect, subject to
14 the express condition that funds be annually appropriated by the State of California, and
15 that annual payments continue to be made to the County by the State Controller, under
16 the provisions of the Open Space Subvention Act (California Government Code section
17 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
18 terminate the Contract in regards to the land owned by Owner and declare it null and
19 void.

20 WHEREAS, this amendment does not change any of the terms and conditions of
21 the original Land Conservation Contract other than those stated herein.

22 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 3833 for the
2 Subject Property is entered into pursuant to the Williamson Act and all of the provisions
3 of said Act, including any amendments hereafter enacted, are hereby incorporated by
4 reference and made a part of this Contract as if fully set forth herein.

5 2. The Board of Supervisors of the County may from time to time during the
6 term of the Contract and any renewals thereof, by resolution or ordinance, add to the
7 permissible uses of the Subject Property listed in the Resolution establishing the
8 Preserve. However, the Board of Supervisors may not during the terms of the Contract
9 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
10 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

11 3. Nothing in this Contract shall limit or supersede the planning, zoning, and
12 other police powers of the County, and the right of the County to exercise such powers
13 with regard to the Subject Property. All uses of and actions regarding the Subject
14 Property shall comply with all applicable local ordinances, regulations, resolutions and
15 state laws, as adopted or amended from time to time.

16 4. This Land Conservation Contract regarding land owned by Owner is made
17 expressly conditioned upon the State's continued compliance with the provisions of the
18 Open Space Subvention Act. If in any year the State fails to make any of the subvention
19 payments to the County required under the provision of the Open Space Subvention Act,
20 then this Contract regarding land owned by Owner, at the option of, and in the sole and
21 absolute discretion of the County, may be terminated by the County and declared null and
22 void. The State's failure to make such payments may be due to non-appropriation of
23 funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of

1 the applicable provisions of the Open Space Subvention Act, or by any other cause
2 whatsoever. The County may exercise its option to declare the Contract null and void by
3 delivering notice to the Department of Conservation, Division of Land Resource
4 Protection, Owner or successors or assigns, and by recording such notice in the Official
5 Records of Tulare County. This Amended Land Conservation Contract No. 3833 A,
6 regarding land owned by Owner, shall terminate with no continuing contractual rights of
7 any kind; provided, however, that the owner may apply for a new Land Conservation
8 Contract or Farmland Security Zone Contract as otherwise may be provided by law.

9 5. Any notices required to be given to the County under this Amendment to
10 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of
11 the County, and any notices to be given to the Owner shall be mailed to the following
12 name(s) and address(es):

13 Name, mailing address, and phone number of each current owner of subject property:
14 (please type or print)

15
16 Mary Louise Akin

(559) 798-0755

17 32980 Road 172

18 Visalia, CA 93292

19
20
21
22 * * *

23
24
25
26 By execution hereof, the undersigned parties declare under penalty of perjury that
27 he/she/they constitute and are all of the fee title owners of the Subject Property
28 described herein, and are, or are the successors-in-interest of, the owners of such
29 property who entered into the Land Conservation Contract.

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of
2 each current owner, witnessed by below-named Notary Public):

3
4 OWNER(S)

5
6 Mary Louise Akin
7 (Print Name)

Mary Louise Akin
(Signature)

8
9
10
11
12
13
14
15
16
17 STATE OF CALIFORNIA
18 COUNTY OF Tulare } s. s.

19 On April 19, 2011 before me,

20
21 Angela Maria Leon a Notary Public
22 in and for said County and State, personally appeared (printed names) :

23
24 Mary Louise Akin

25
26 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
27 is/are subscribed to the within instrument and acknowledged to me that he/she/they
28 executed the same in his/her/their authorized capacity(ies), and that by his/her/their
29 signature(s) on the instrument the person(s), or the entity upon behalf of which the
30 person(s) acted, executed the instrument.

31 I certify under PENALTY OF PERJURY under the laws of the State of California that the
32 foregoing paragraph is true and correct.

33
34 WITNESS my hand and official seal

35
36 Signature Angela Maria Leon
37



COUNTY OF TULARE

BY: _____
Chairman, Board of Supervisors

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

BY: _____
Deputy Clerk

* AREA TO BE COMPLETED BY BOARD'S NOTARY *

STATE OF CALIFORNIA)
) ss.
COUNTY OF TULARE)

On April 19, 2011 before me, Angela Maria Leon a
Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,.

appeared Mary Louise Akin who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Angela Maria Leon
Signature of Notary Public County and State

Attachment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Tulare

On 4/19/11 before me, Angela Maria Leon, Notary Public

personally appeared

Mary Louise Arin

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Angela Maria Leon, Notary Public

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE NORTH HALF OF THE SOUTHWEST QUARTER OF
THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 18
SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND
MERIDIAN.

APN: 110-040-008

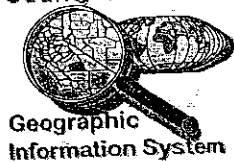
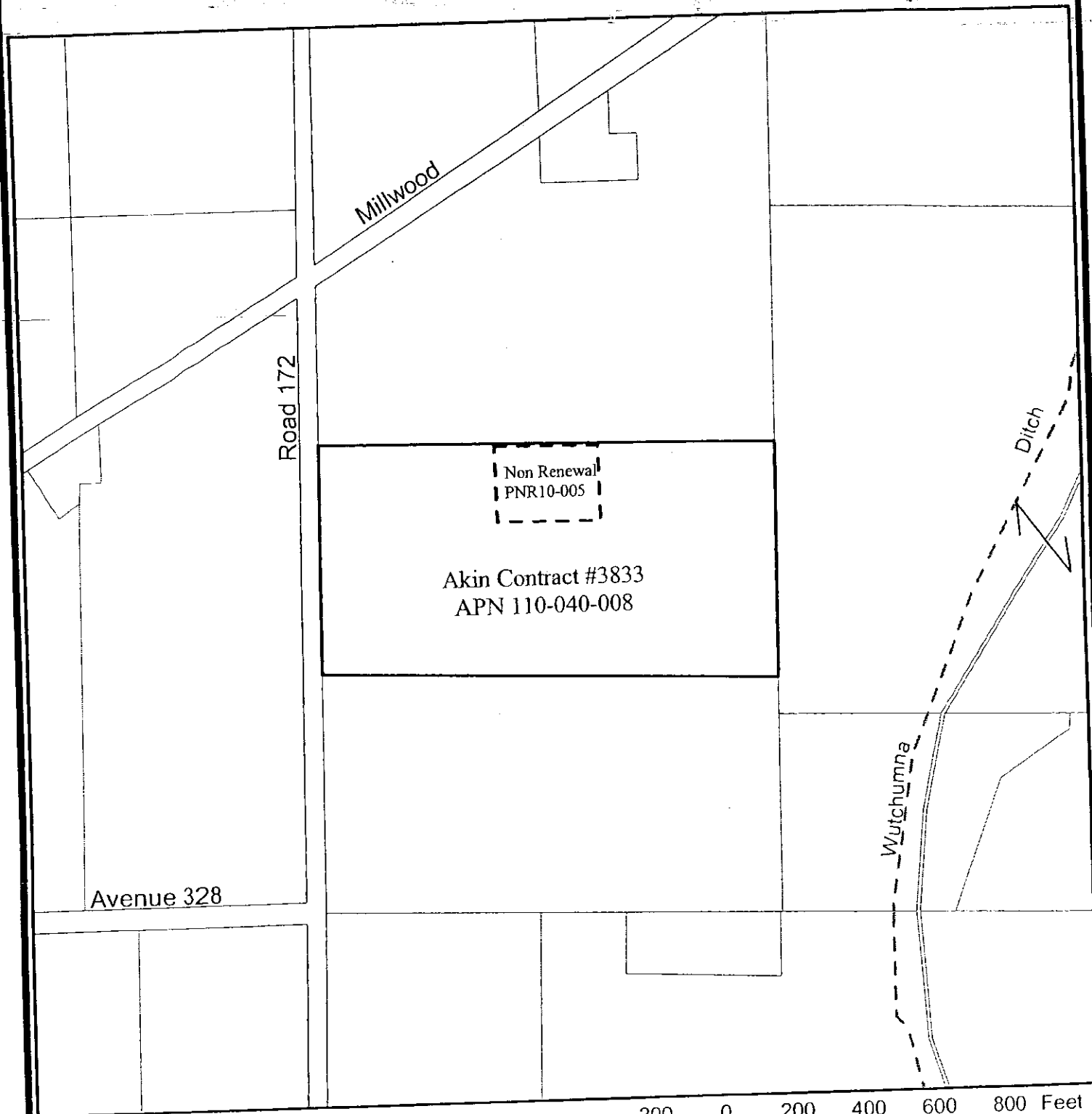


Exhibit "B"

Land In Amended Contract No. 3833A



200 0 200 400 600 800 Feet

Owner: AKIN MARY L (TR)
Address: 32980 RD 172
City, State ZIP: VISALIA CA 93292

Supervisory District #4

Assessors Parcel # 110040008



Attachment 3: PNR 10-013 (Caratan, Brar)

- Partial Nonrenewal application
 - Graphics: Vicinity Map, Ag Preserve Map, Site Plan
- Amended Contract:
 - Exhibit A Legal Description
 - Exhibit B Map: Land in Amended Contract

Case No. PNR 10-013
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors
2800 West Burrel Avenue
Visalia, CA 93291-4582

(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2011. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A". We understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 336-070-006 & -016 (portion) (Portion)
Acreage 1.49 Acres If applicable: Condition of Approval of Project No. PLA 08-027

By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

The Harbinder S. Brar Family Trust Limited Partnership V, A California Limited Partnership

2015 Polo Ct., Riverside, CA 92506 (661)667-2509

Anton Caratan, As Trustee of the Millie Caratan Testamary Trust

1625 Road 160, Delano, CA (661)725-2575

George L. Caratan, Living Trust

1625 Road 160, Delano, CA (661)725-2575

Signature of each current owner: (witnessed by below-named Notary Public)

Anton Caratan Trustee
Harbinder S. Brar Trust
Harbinder S. Brar General Partner

See attached notary form.

Received by RMA June 28, 2010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

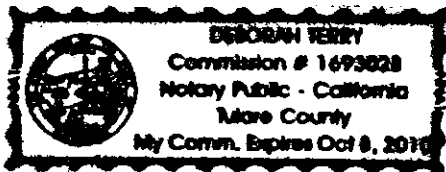
State of California

County of Julia

On 6/15/2010 before me, Deborah Terry, Notary Public

personally appeared Anton Caratan & GEORGE L. CARATAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Deborah Terry

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

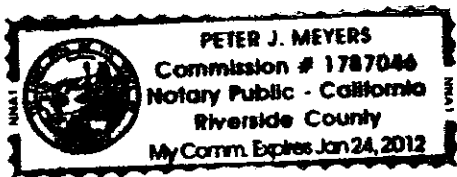
County of RIVERSIDE

On June 25, 2010 before me, PETER J MEYERS, Notary Public

Here Insert Name and Title of the Officer

personally appeared Harbinder S. Brar

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Land Conservation Contract

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Harbinder S. Brar

☐ Individual

☐ Corporate Officer — Title(s): _____

☒ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

NOTE to Applicants: This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff (at 559-733-6291 or address above) for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Planning Division, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Nonrenewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 1062

Land Conservation Contract No. 6163

Recorded on (Date) Feb. 25, 1971 as Document No. 1971-9262

Name(s) of Original/Contract Owner(s) Anton Caraten

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on _____ by Resolution No. _____

Dated: _____

Deputy Clerk of the Board of Supervisors of the County of Tulare

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____ before me, a Deputy Clerk _____ of the Board of Supervisors of the County of Tulare, appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness by hand and official seal.

Clerk of the Board of Supervisors
County of Tulare, pursuant to the
Authority of Civil Code
Sections 1181 and 1184.

Signature: _____
Deputy Clerk

COPIES SENT TO:
RMA, Planning Division
Assessor - 2
State Dept. of Conservation

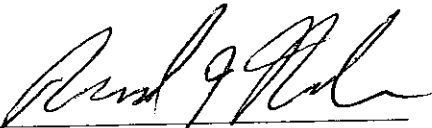
DATE: _____

EXHIBIT 'A'

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 25 EAST, M.D.B. & M., IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 572.50 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 217.00 FEET; THENCE AT RIGHT ANGLES WEST 299.50 FEET; THENCE AT RIGHT ANGLES SOUTH 217.00 FEET; THENCE AT RIGHT ANGLES EAST 299.50 FEET TO THE POINT OF BEGINNING.

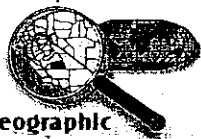
CONTAINING 64,991 SQUARE FEET


RONALD J. NELMS - LS 5804
EXPIRES: 06/30/10

7/7/10
DATE

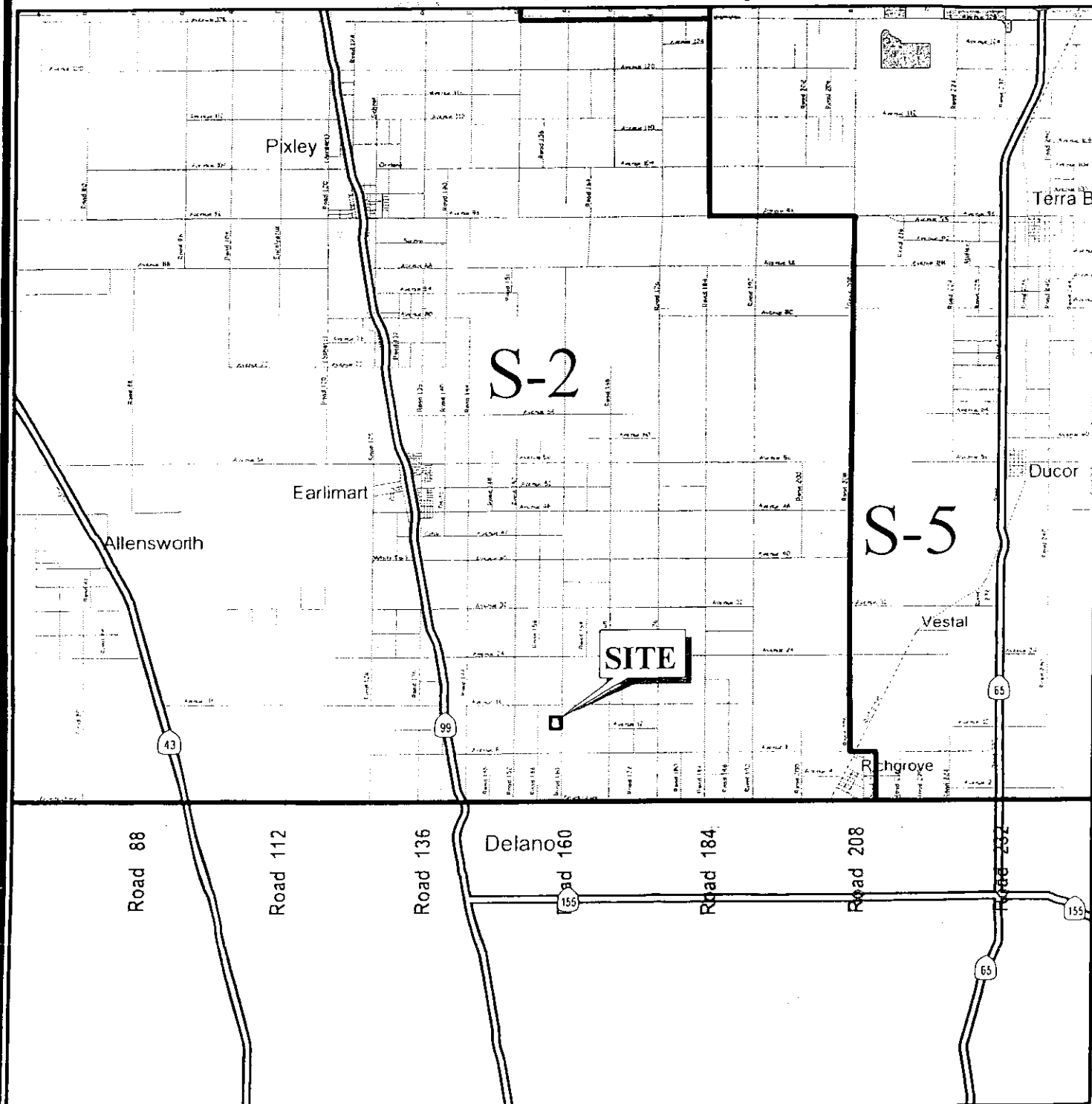
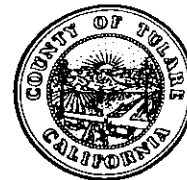


County of Tulare



Geographic
Information Systems


Vicinity Map for PNR 10-013



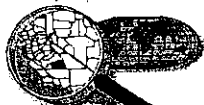
1.5 0 1.5 3 4.5 6 Miles

N



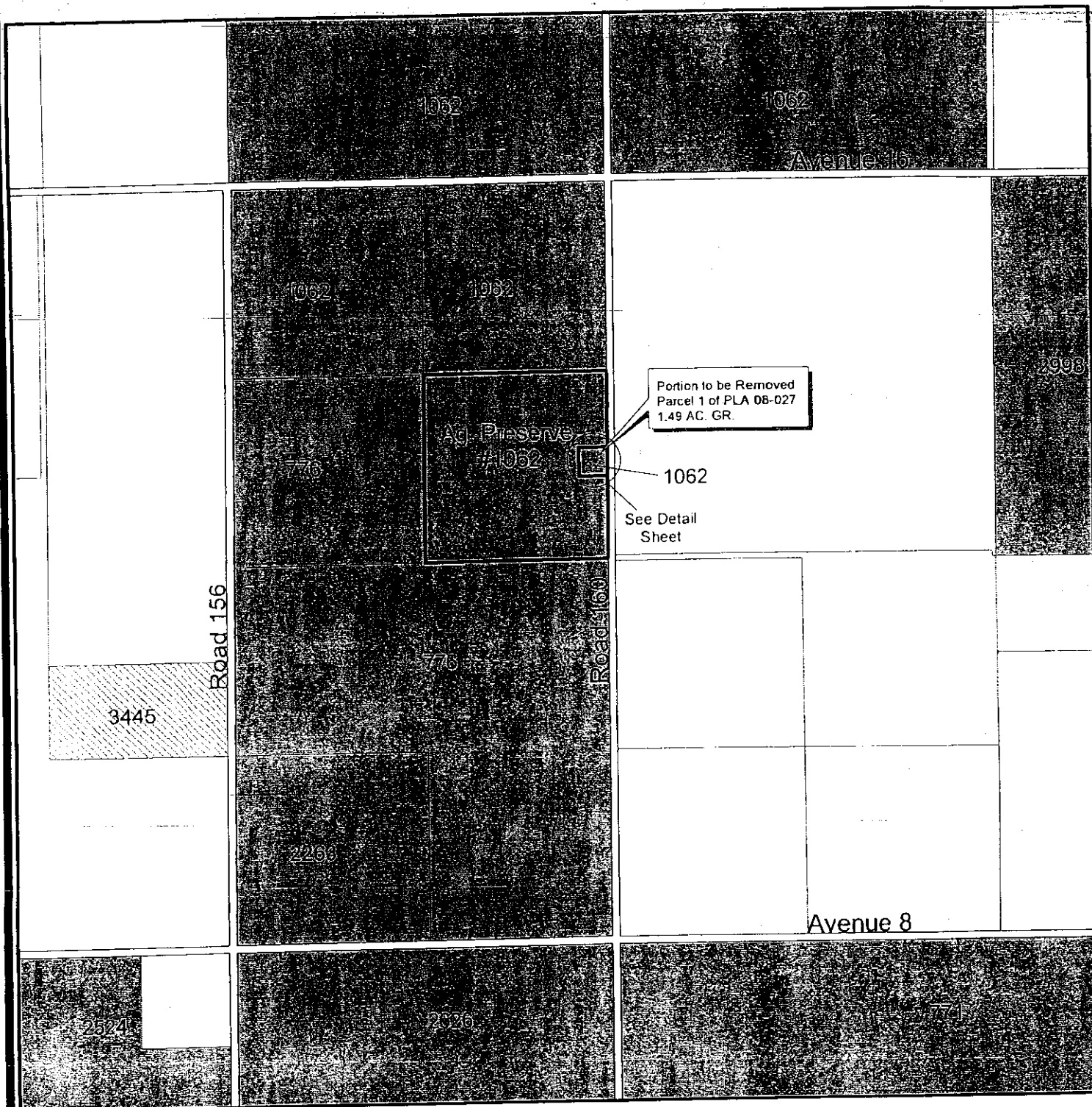
 Supervisorial Districts
Site in District #2

County of Tulare



Geographic
Information Systems

Ag. Preserve Map PNR 10-013 Ag. Preserve #1062



Owner:

CARATAN GEORGE L (TR LIVING TRUST)

Address:

C/O ANTON CARATAN & SONS

City, State ZIP:

1625 RD 160

Applicant:

CARATAN/BRAR

Supervisory District #2

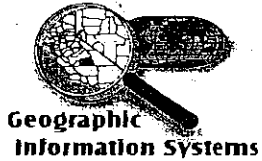
Assessors Parcel # 336070006, 336070016

Ag Preserves

- Williamson Act Preserves
- Williamson Act Preserves - Non Renewal
- Farmland Security Zones



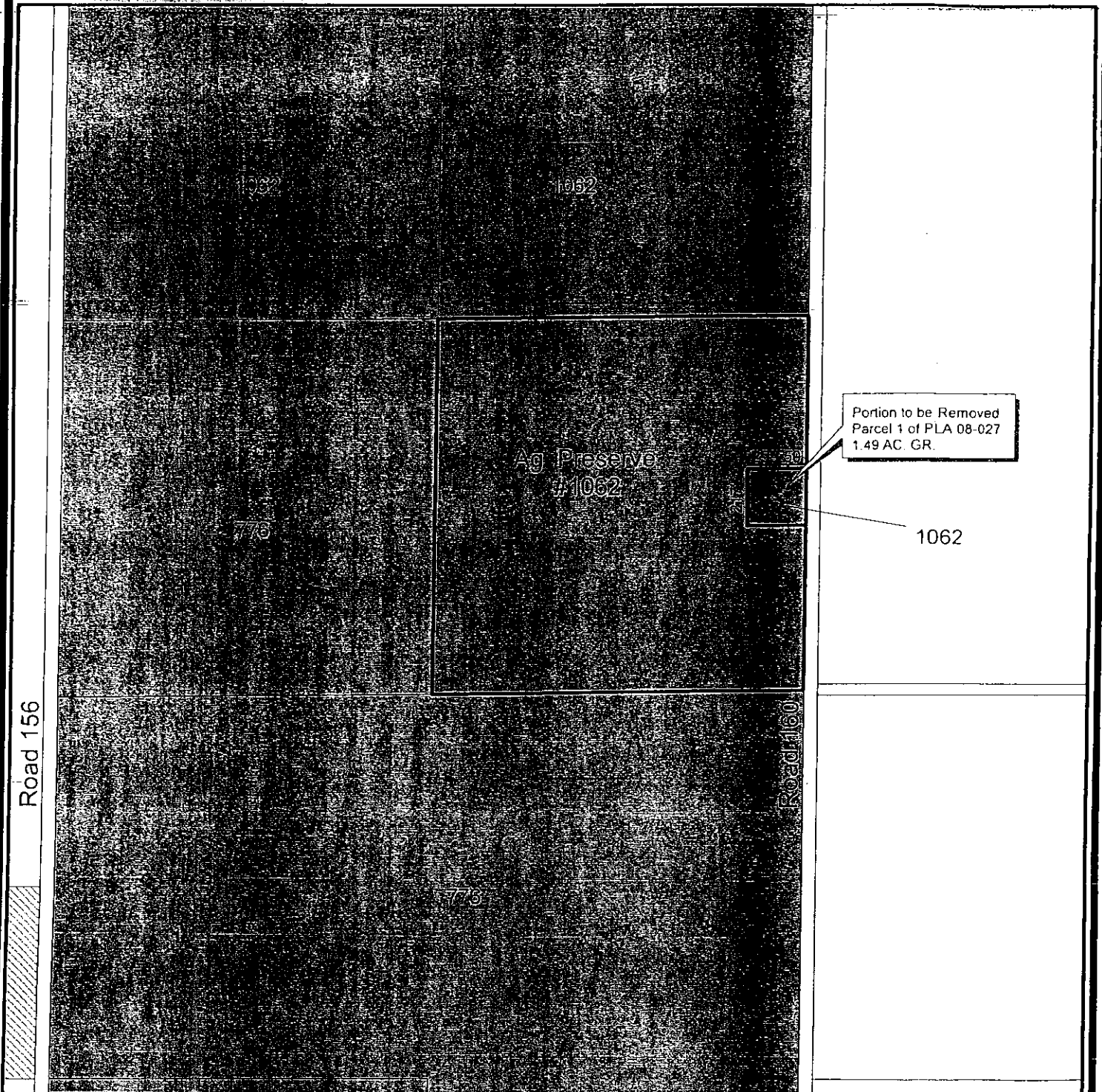
County of Tulare



Ag. Preserve Map

PNR 10-013

Ag. Preserve #1062 (Detail Sheet)



Owner: CARATAN GEORGE L (TR LIVING TRUST)
Address: C/O ANTON CARATAN & SONS
City, State ZIP: 1625 RD 160
Applicant: CARATAN/BRAR
Supervisory District #2
Assessors Parcel # 336070006, 336070016

500 0 500 1000 1500 Feet

Ag Preserves

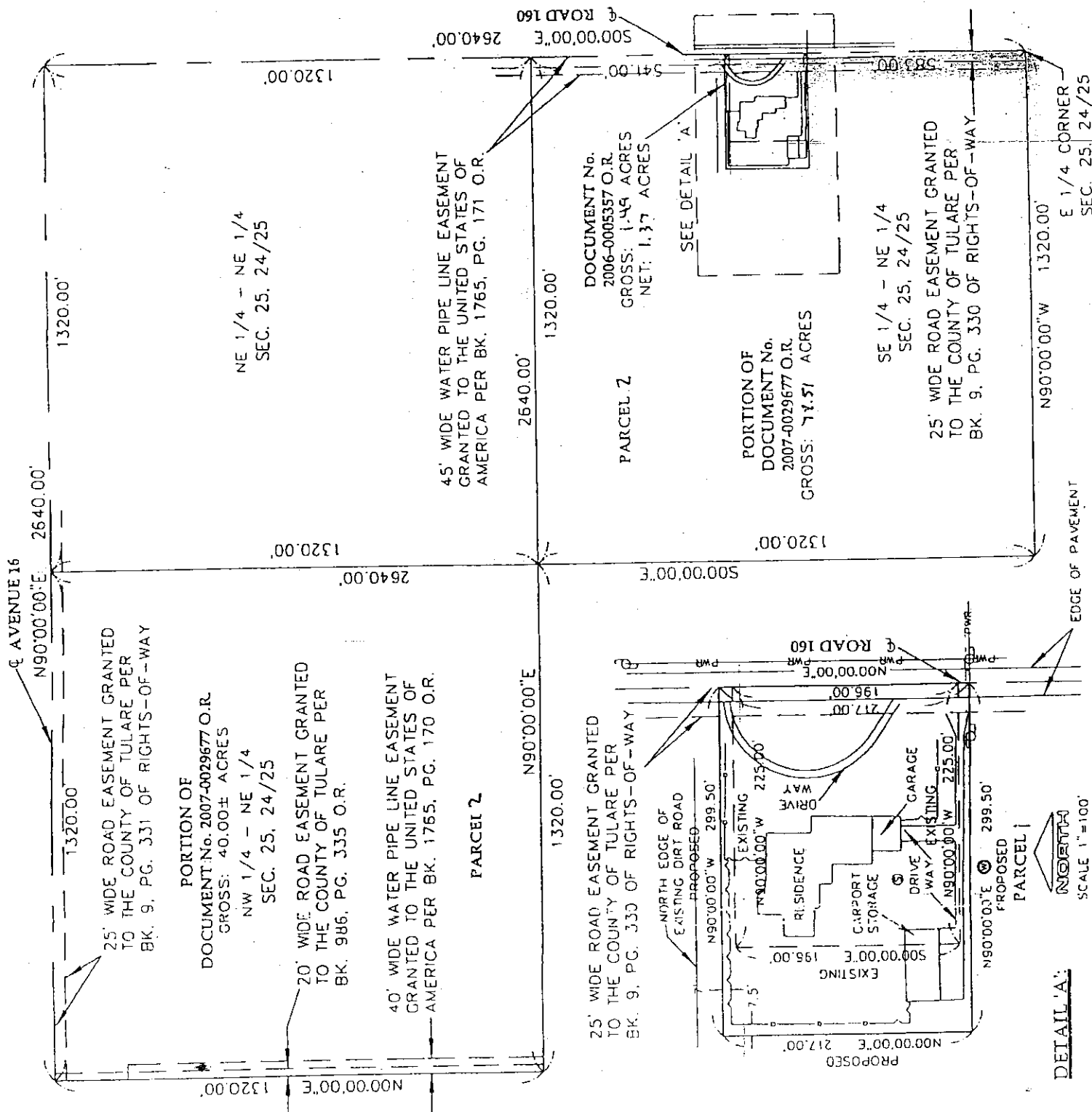
- Williamson Act Preserves
- Williamson Act Preserves - Non Renewal
- Farmland Security Zones





**Lot Line Adjustment
for
PNR 10-013**

PNR 10-013



1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

3
4 Clerk, Board of Supervisors
5 2800 West Burrel Avenue
6 Visalia, CA 93291-4582
7 (No Recording Fee, Per Govt
8 Code Section 6103)
9
10

11 AG PRESERVE NO. 1062
12 RESOLUTION NO. 70-1786

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 6163
17 RESOLUTION NO. 71-2361
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY

21 REFERRED TO AS AGREEMENT NO. 6163A, RESOLUTION NO. _____,

22 is made and entered into as a result of a Partial Non-renewal Application for

23 APN No. 336-070-016 and 336-070-006, as of this _____ day of

24 _____, 2011, by and between The Harbinder S. Brar Family

25 Trust Limited Partnership V, a California Limited Partnership hereinafter referred to as

26 the "Owner", and the COUNTY of TULARE, hereinafter referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 6163 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 336-070-016 with legal
32 description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 336-070-016;
35

1 WHEREAS, the original Land Conservation Contract was entered into pursuant
2 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an
3 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue
4 and Taxation Code;

5 WHEREAS, the Owner has applied for a partial non-renewal of said Land
6 Conservation Contract Number 6163 in regards to all or a portion the Subject Property
7 APN # 336-070-016 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PLA 08-027 owner's application for a Lot Line
9 Adjustment.

10 WHEREAS, the County in consideration for granting the Partial Non-renewal,
11 desires to amend Land Conservation Contract Number 6163 in regards to the land owned
12 by Owner to include a provision which states that the original contract and that portion
13 subject to the partial non-renewal, will continue to be in full force and effect, subject to
14 the express condition that funds be annually appropriated by the State of California, and
15 that annual payments continue to be made to the County by the State Controller, under
16 the provisions of the Open Space Subvention Act (California Government Code section
17 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
18 terminate the Contract in regards to the land owned by Owner and declare it null and
19 void.

20 WHEREAS, this amendment does not change any of the terms and conditions of
21 the original Land Conservation Contract other than those stated herein.

22 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 6163 for the
2 Subject Property is entered into pursuant to the ~~Williamson~~ Act and all of the provisions
3 of said Act, including any amendments hereafter enacted, are hereby incorporated by
4 reference and made a part of this Contract as if fully set forth herein.

5 2. The Board of Supervisors of the County may from time to time during the
6 term of the Contract and any renewals thereof, by resolution or ordinance, add to the
7 permissible uses of the Subject Property listed in the Resolution establishing the
8 Preserve. However, the Board of Supervisors may not during the terms of the Contract
9 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
10 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

11 3. Nothing in this Contract shall limit or supersede the planning, zoning, and
12 other police powers of the County, and the right of the County to exercise such powers
13 with regard to the Subject Property. All uses of and actions regarding the Subject
14 Property shall comply with all applicable local ordinances, regulations, resolutions and
15 state laws, as adopted or amended from time to time.

16 4. This Land Conservation Contract regarding land owned by Owner is made
17 expressly conditioned upon the State's continued compliance with the provisions of the
18 Open Space Subvention Act. If in any year the State fails to make any of the subvention
19 payments to the County required under the provision of the Open Space Subvention Act,
20 then this Contract regarding land owned by Owner, at the option of, and in the sole and
21 absolute discretion of the County, may be terminated by the County and declared null and
22 void. The State's failure to make such payments may be due to non-appropriation of
23 funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of

1 the applicable provisions of the Open Space Subvention Act, or by any other cause -
2 whatsoever. The County may exercise its option to declare the Contract null and void by
3 delivering notice to the Department of Conservation, Division of Land Resource
4 Protection, Owner or successors or assigns, and by recording such notice in the Official
5 Records of Tulare County. This Amended Land Conservation Contract No. 6163A,
6 regarding land owned by Owner, shall terminate with no continuing contractual rights of
7 any kind; provided, however, that the owner may apply for a new Land Conservation
8 Contract or Farmland Security Zone Contract as otherwise may be provided by law.

9 5. Any notices required to be given to the County under this Amendment to
10 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of
11 the County, and any notices to be given to the Owner shall be mailed to the following
12 name(s) and address(es):

13 Name, mailing address, and phone number of each current owner of subject property:
14 (please type or print)

15 The Harbinder S. Bran Family Trust Limited
16 Partnership v a California Limited Partnership
17
18
19
20

21 * * *

22
23
24
25
26 By execution hereof, the undersigned parties declare under penalty of perjury that
27 he/she/they constitute and are all of the fee title owners of the Subject Property
28 described herein, and are, or are the successors-in-interest of, the owners of such
29 property who entered into the Land Conservation Contract.

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of
2 each current owner, witnessed by below-named Notary Public):

3
4 OWNER(S)

5 The Harbinder S. Brar Family
6 Trust Limited Partnership
7 (Print Name)

Harbinder S. Brar
(Signature)

10
11
12
13
14
15
16
17 STATE OF CALIFORNIA
18 COUNTY OF RIVERSIDE } s. s.

19
20 On April 1, 2011 before me,

21 Peter J. Meyers a Notary Public

22 in and for said County and State, personally appeared (printed names):

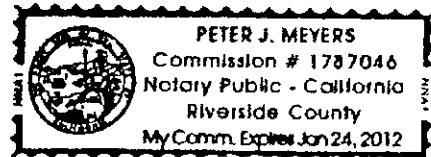
23 Harbinder S. Brar

24
25
26
27 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
28 is/are subscribed to the within instrument and acknowledged to me that he/she/they
29 executed the same in his/her/their authorized capacity(ies), and that by his/her/their
30 signature(s) on the instrument the person(s), or the entity upon behalf of which the
31 person(s) acted, executed the instrument.

32 I certify under PENALTY OF PERJURY under the laws of the State of California that the
33 foregoing paragraph is true and correct.

34
35 WITNESS my hand and official seal

36
37 Signature [Signature]



1 **COUNTY OF TULARE**

2
3
4 **BY:** _____
5 **Chairman, Board of Supervisors**

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 **BY:** _____
8 **Deputy Clerk**

9
10
11
12 *** AREA TO BE COMPLETED BY BOARD'S NOTARY ***

13
14
15
16 **STATE OF CALIFORNIA)**
17 **) ss.**
18 **COUNTY OF TULARE)**
19

20 On _____ before me, _____ a
21 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,.

22
23 appeared _____ who proved to me on the basis of
24 satisfactory evidence to be the person whose name is subscribed to the within instrument
25 and acknowledged to me that he/she executed the same in his/her authorized capacity,
26 and that by his/her signature on the instrument the person, or the entity upon behalf of
27 which the person acted, executed the instrument.

28
29 **I certify under PENALTY OF PERJURY under the laws of the State of California**
30 **that the foregoing paragraph is true and correct.**

31
32 **WITNESS my hand and official seal.**

33
34 _____
35 **Signature of Notary Public County and State**
36

37 Attachment
38
39
40

APN 336-070-016:

EXCEPTING FROM said Parcel, an undivided one-half interest in all oil, gas and associated substances on, in, under the surface of or produced from said land, as excepted and reserved by A. Perelli-Minetti & Sons, a corporation, by Deed dated May 8, 1940 and recorded May 23, 1940 in Book 901 Page 275, File No. 9175, Official Records.

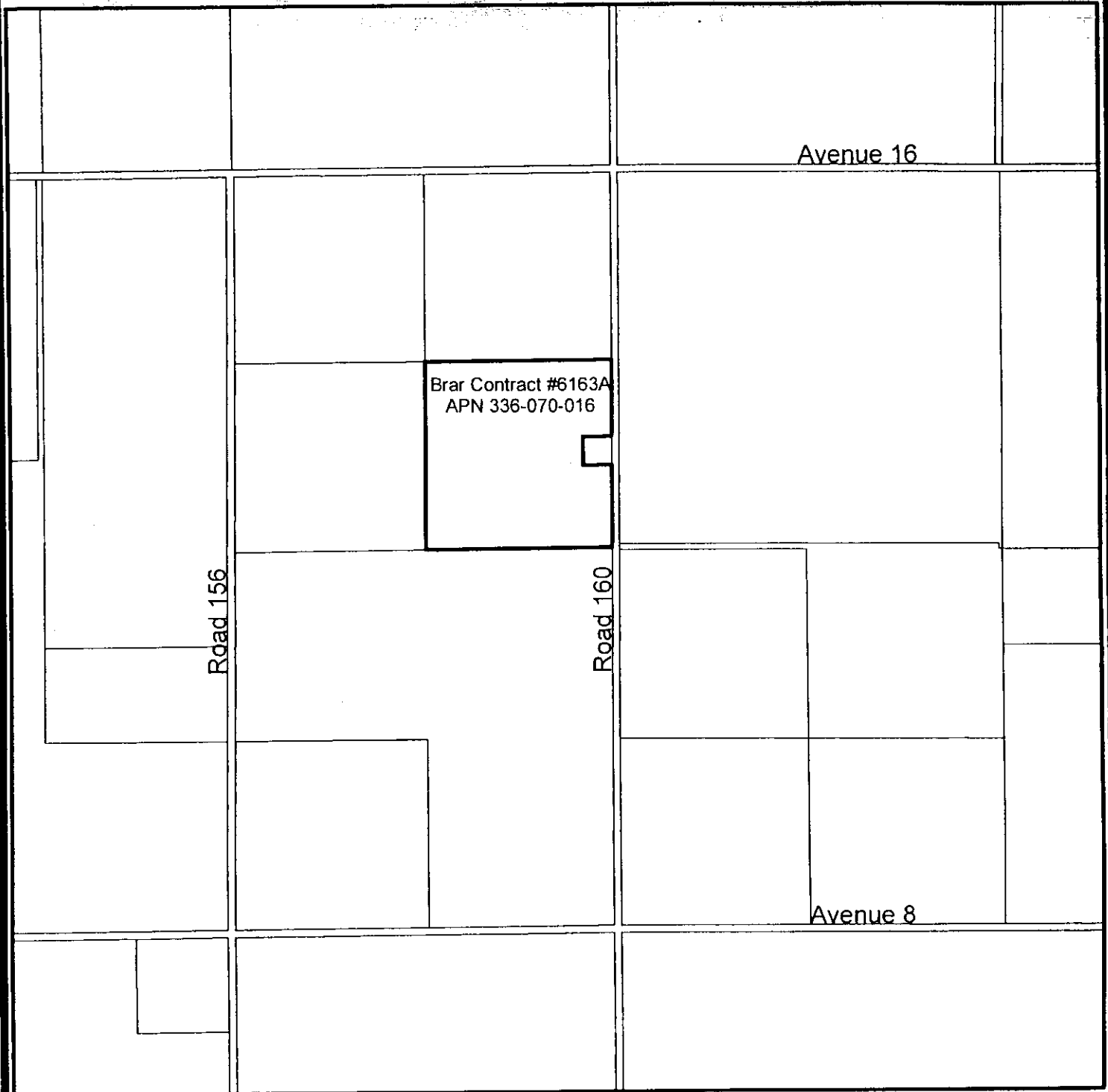
Beginning at a point on the East line of said Southeast quarter of the Northeast quarter, distant 583 feet North of the Southeast corner of said Southeast quarter of the Northeast quarter; thence North along the East line of said Southeast quarter of the Northeast quarter 196 feet; thence at right angles West 225 feet; thence at right angles South 196 feet; thence at right angles East 225 feet to the point of beginning; excepting therefrom the East 25 feet which is used and reserved for County Road purposes, as conveyed to George Caratan and Millie Caratan, husband and wife, by Deed recorded February 17, 1954 in Book 1728 Page 73, File No. 4823, Official Records.



Exhibit "B"

Land in Amended Contract No. 6163A

PNR 10-013



Owner: HARBINDER S BRAR FAMILY TRUST LPV
Address: 2015 POL0 COURT
City, State ZIP: RIVERSIDE CA 92506

Supervisory District #2

Assessors Parcel # 336070016

500 0 500 1000 1500 Feet



Attachment 4: PNR 10-017 (Ritchie)

- Partial Nonrenewal application
 - Graphics: Vicinity Map, Ag Preserve Map, Site Plan
- Amended Contract:
 - Exhibit A Legal Description
 - Exhibit B Map: Land in Amended Contract

Case No. PNR 10-017
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors
2800 West Burrel Avenue
Visalia, CA 93291-4582

(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, _____. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A".

I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 059-080-035 (portion)

Acreage 1.50 If applicable: Condition of Approval of Project No. PLA 10-008

By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

Jack M. Ritchie and Charlotte Ritchie, Trustees of the Ritchie Family Revocable Trust of July 13, 2005

255 N. Palm St., Woodlake, CA 93286

Signature of each current owner: (witnessed by below-named Notary Public)

Jack M. Ritchie
Charlotte Ritchie

STATE OF CALIFORNIA
COUNTY OF TULARE) S. S.

On MARCH 31, 2011 before me,

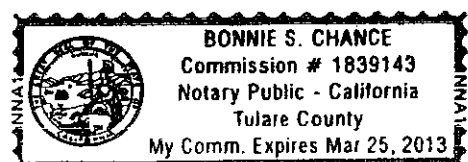
BONNIE S. CHANCE a Notary Public
in and for said County and State, personally appeared (printed names):

JACK M. RITCHIE
CHARLOTTE RITCHIE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Bonnie S. Chance



NOTE to Applicants: This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff (at 559-733-6291 or address above) for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Planning Division, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Nonrenewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 1757

Land Conservation Contract No. 5431

Recorded on (Date) Feb. 23, 1971 as Document No. 1971-8328

Name(s) of Original/Contract owner(s) Ned F. Baker and Karyll Baker

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on _____ by Resolution No. _____

Dated: _____

Clerk or Deputy Clerk of the Board of Supervisors of the County of Tulare

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____ before me, a Clerk (or Deputy Clerk) of the Board of Supervisors of the County of

Tulare, appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness by hand and official seal.

Clerk of the Board of Supervisors
County of Tulare, pursuant to the
Authority of Civil Code
Sections 1181 and 1184.

Signature: _____
Deputy Clerk

COPIES SENT TO:
RMA, Planning Division
Assessor - 2
State Dept. of Conservation

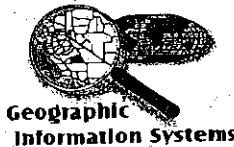
DATE: _____

"Exhibit A"

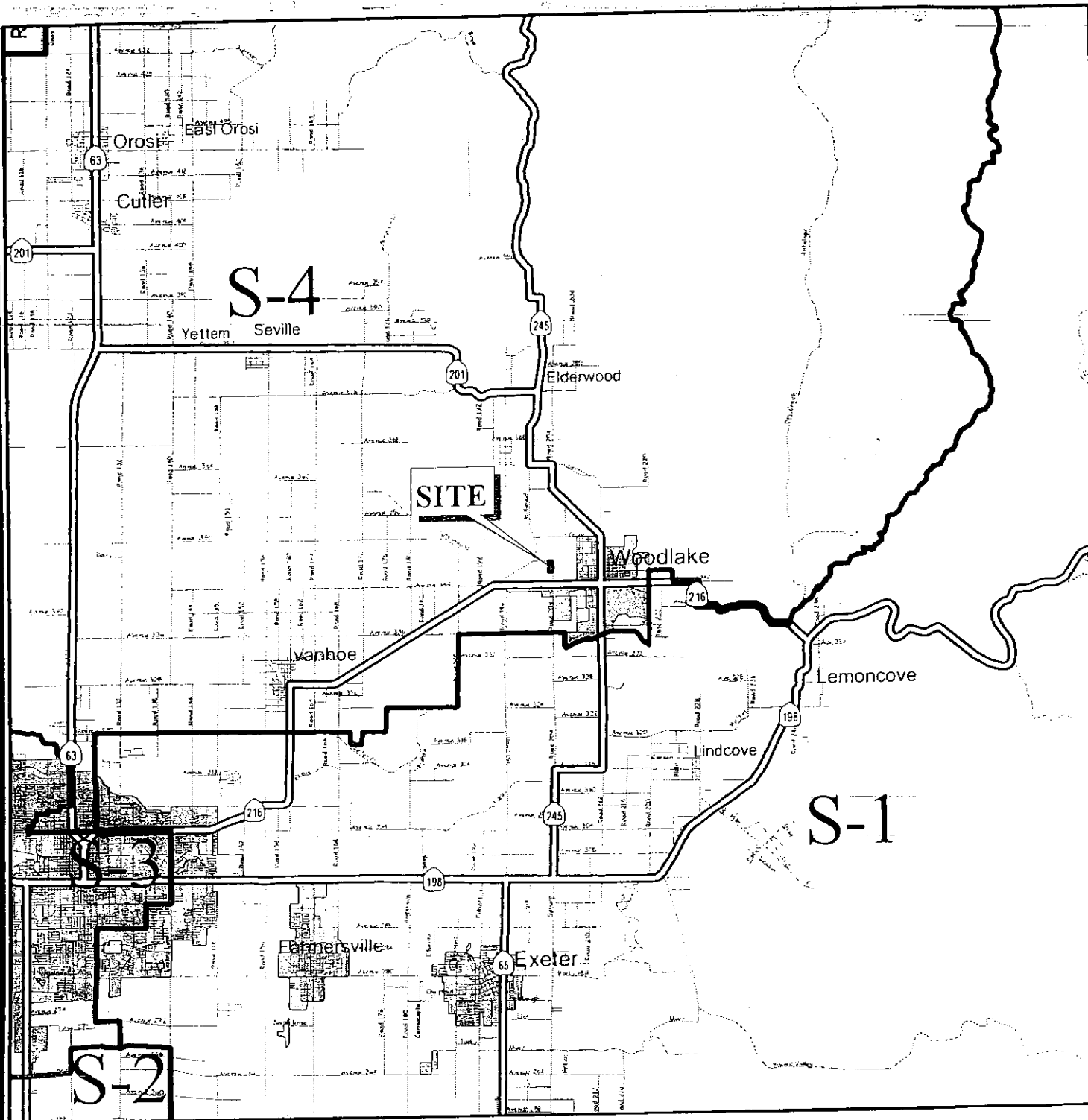
That portion of the East half of the Northeast quarter of the Southeast quarter of Section 26, Township 17 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at the East quarter corner of said Section 26; thence West along the North line of the Southeast quarter of said Section 26, a distance of 40.00 feet to the **True Point of Beginning**; thence continuing West, a distance of 183.39 feet; thence South parallel to the East line of said Section 26 a distance of 282.71 feet, thence South $51^{\circ}20'46''$ East, a distance of 211.78 feet, thence East parallel to said North line a distance of 18.00 feet; thence North parallel to said East line, a distance of 415.00 feet to the **True Point of Beginning**.

County of Tulare



Vicinity Map for PNR 10-017

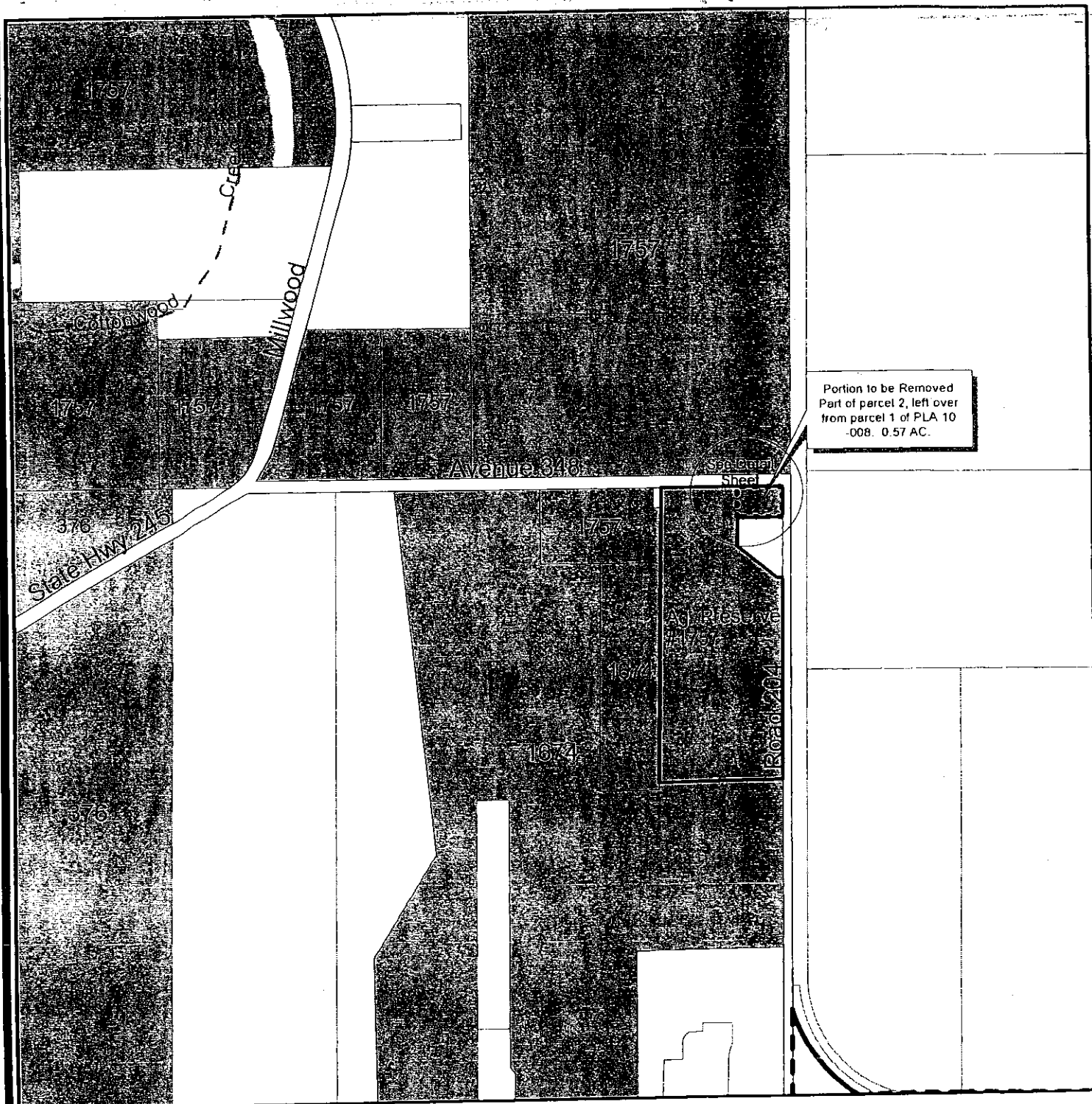


1.5 0 1.5 3 4.5 6 Miles

 Supervisorial Districts
Site in District #4



Ag. Preserve Map PNR 10-017 Ag. Preserve #1757

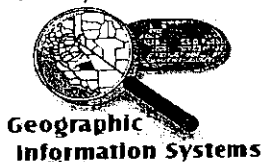


Owner: RITCHIE JACK M & CHARLOTTE (TRS)
Address: 255 N PALM ST
City, State ZIP: WOODLAKE CA 93286
Applicant: JACK RITCHIE
Supervisory District #4
Assessors Parcel# 059080035

Ag Preserves
Williamson Act Preserves
Williamson Act Preserves - Non Renewal
Farmland Security Zones



County of Tulare

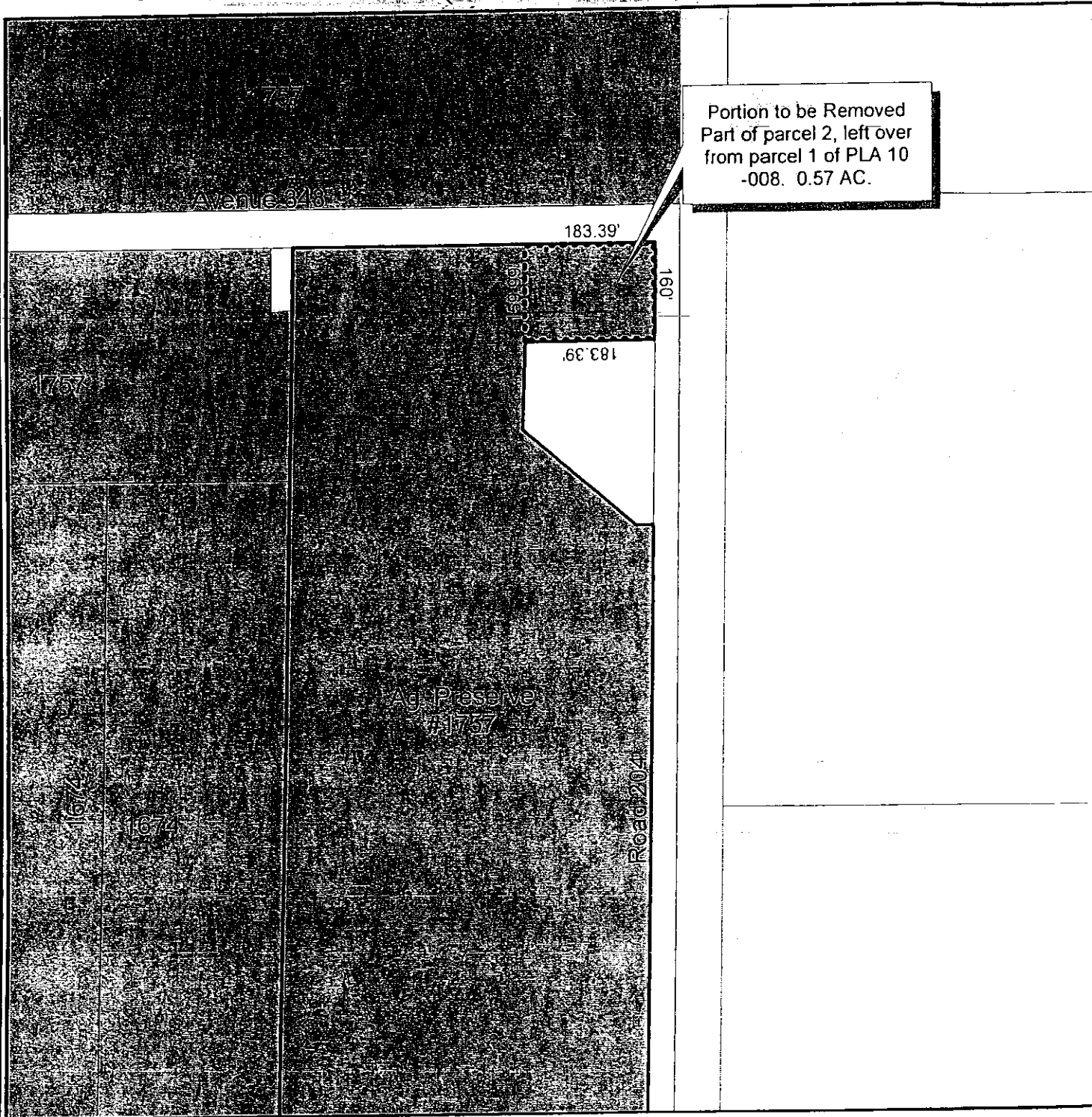


Ag. Preserve Map

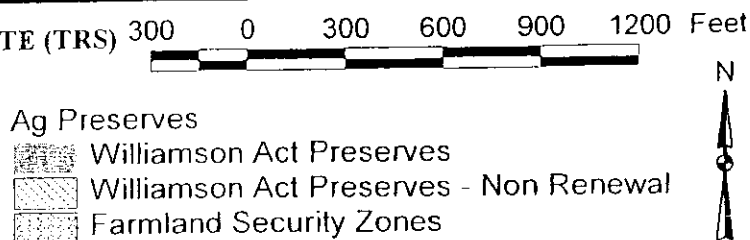
PNR 10-017

Ag. Preserve #1757

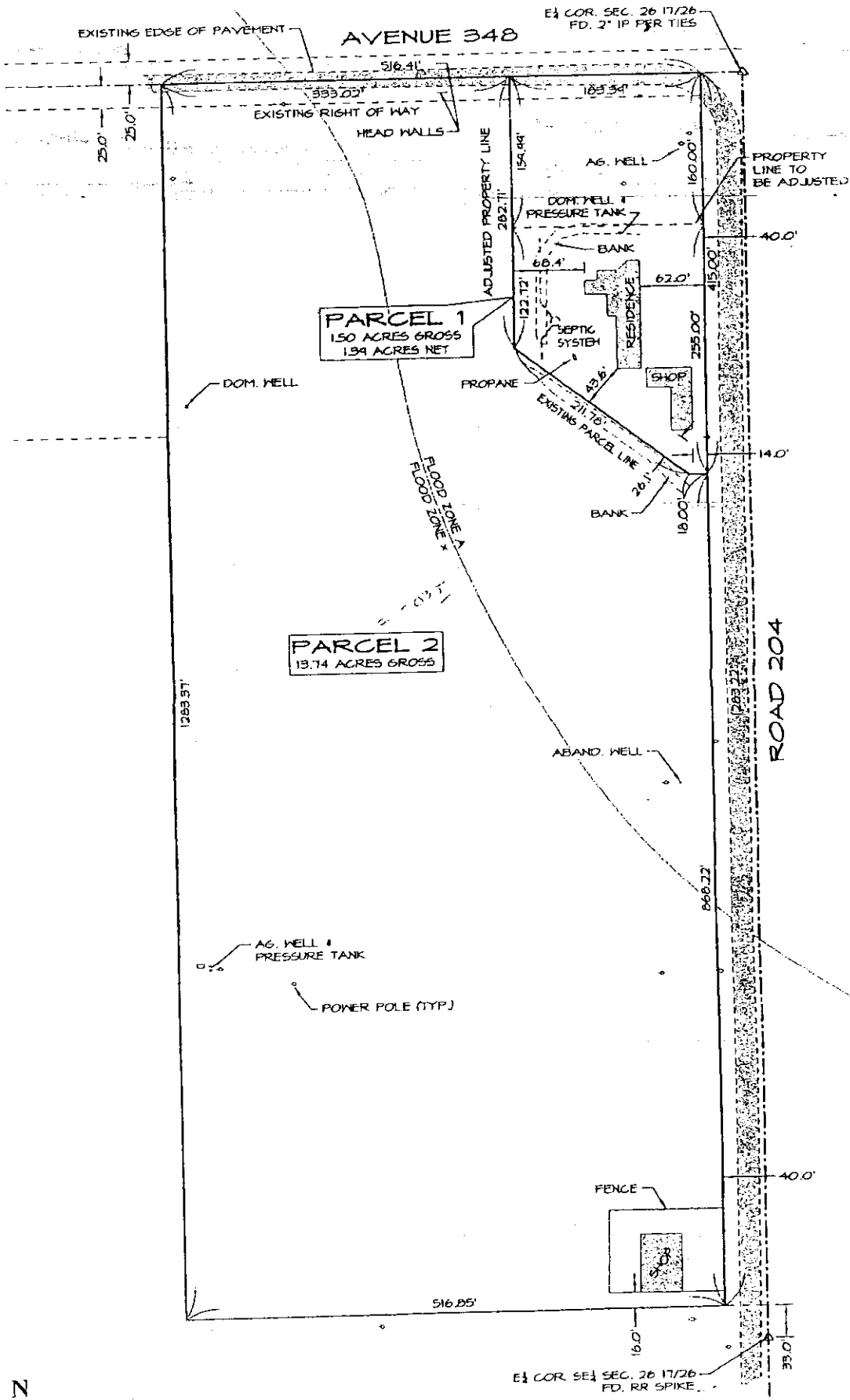
(Detail Sheet)



Owner: RITCHIE JACK M & CHARLOTTE (TRS)
Address: 255 N PALM ST
City, State ZIP: WOODLAKE CA 93286
Applicant: JACK RITCHIE
Supervisory District #4
Assessors Parcel# 059080035



Ag Preserves
Williamson Act Preserves
Williamson Act Preserves - Non Renewal
Farmland Security Zones



No Scale

Lot Line Adjustment for PNR 10-017

1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

3
4 Clerk, Board of Supervisors
5 2800 West Burrel Avenue
6 Visalia, CA 93291-4582
7 (No Recording Fee, Per Govt
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 1757
12 RESOLUTION NO. 70-3335

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 5431
17 RECORDED ON February 23, 1971 AS DOCUMENT NO. 1971-8328
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 5431 A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-renewal Application for
23 APN No. 059-080-035 (Portion), as of this _____ day of
24 _____, 20____, by and between Jack M. Ritchie and Charlotte
25 Ritchie, Trustees of the Ritchie Family Revocable Trust of July 13, 2005, hereinafter
26 referred to as the "Owner", and the COUNTY of TULARE, hereinafter referred to as the
27 "County";

28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 5431 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 059-080-035 with legal
33 description as described in Exhibit A and illustrated in Exhibit B.

1 WHEREAS this contract amendment applies only to the owners of the Subject
2 Property: A.P.N. No(s). 059-080-035;

3 WHEREAS, the original Land Conservation Contract was entered into pursuant
4 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an
5 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue
6 and Taxation Code;

7 WHEREAS, the Owner has applied for a partial non-renewal of said Land
8 Conservation Contract Number 5431 in regards to all or a portion the Subject Property
9 APN # 059-080-035, to satisfy the conditions set forth as a Condition of Approval
10 of Project Number (if applicable) PLA 10-008 owner's application for a Lot Line
11 Adjustment.

12 WHEREAS, the County in consideration for granting the Partial Non-renewal,
13 desires to amend Land Conservation Contract Number 5431 in regards to the land owned
14 by Owner to include a provision which states that the original contract and that portion
15 subject to the partial non-renewal, will continue to be in full force and effect, subject to
16 the express condition that funds be annually appropriated by the State of California, and
17 that annual payments continue to be made to the County by the State Controller, under
18 the provisions of the Open Space Subvention Act (California Government Code section
19 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
20 terminate the Contract in regards to the land owned by Owner and declare it null and
21 void.

22 WHEREAS, this amendment does not change any of the terms and conditions of
23 the original Land Conservation Contract other than those stated herein.

24 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 5431 for the
2 Subject Property is entered into pursuant to the Williamson Act and all of the provisions
3 of said Act, including any amendments hereafter enacted, are hereby incorporated by
4 reference and made a part of this Contract as if fully set forth herein.

5 2. The Board of Supervisors of the County may from time to time during the
6 term of the Contract and any renewals thereof, by resolution or ordinance, add to the
7 permissible uses of the Subject Property listed in the Resolution establishing the
8 Preserve. However, the Board of Supervisors may not during the terms of the Contract
9 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
10 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

11 3. Nothing in this Contract shall limit or supersede the planning, zoning, and
12 other police powers of the County, and the right of the County to exercise such powers
13 with regard to the Subject Property. All uses of and actions regarding the Subject
14 Property shall comply with all applicable local ordinances, regulations, resolutions and
15 state laws, as adopted or amended from time to time.

16 4. This Land Conservation Contract regarding land owned by Owner is made
17 expressly conditioned upon the State's continued compliance with the provisions of the
18 Open Space Subvention Act. If in any year the State fails to make any of the subvention
19 payments to the County required under the provision of the Open Space Subvention Act,
20 then this Contract regarding land owned by Owner, at the option of, and in the sole and
21 absolute discretion of the County, may be terminated by the County and declared null and
22 void. The State's failure to make such payments may be due to non-appropriation of
23 funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of

1 the applicable provisions of the Open Space Subvention Act, or by any other cause
2 whatsoever. The County may exercise its option to declare the Contract null and void by
3 delivering notice to the Department of Conservation, Division of Land Resource
4 Protection, Owner or successors or assigns, and by recording such notice in the Official
5 Records of Tulare County. This Amended Land Conservation Contract No. 5431 A,
6 regarding land owned by Owner, shall terminate with no continuing contractual rights of
7 any kind; provided, however, that the owner may apply for a new Land Conservation
8 Contract or Farmland Security Zone Contract as otherwise may be provided by law.

9 5. Any notices required to be given to the County under this Amendment to
10 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of
11 the County, and any notices to be given to the Owner shall be mailed to the following
12 name(s) and address(es):

13 Name, mailing address, and phone number of each current owner of subject property:
14 (please type or print)

15
16 Jack M. R. L. L.

17 255 N. Palm St

18 Woodlake Ca 93286

19
20
21 * * *

22
23
24
25
26 By execution hereof, the undersigned parties declare under penalty of perjury that
27 he/she/they constitute and are all of the fee title owners of the Subject Property
28 described herein, and are, or are the successors-in-interest of, the owners of such
29 property who entered into the Land Conservation Contract.

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of
2 each current owner, witnessed by below-named Notary Public):

3
4 OWNER(S)

5 Jack M. Ritchie

6 (Print Name)

7 Jack M. Ritchie

(Signature)

8 Charlotte Ritchie

9 Charlotte Ritchie

10
11
12
13
14
15
16
17 STATE OF CALIFORNIA

18 COUNTY OF TULARE } s. s.

19
20 On MARCH 31, 2011 before me,

21 BONNIE S CHANCE a Notary Public

22 in and for said County and State, personally appeared (printed names) :

23 JACK M RITCHIE

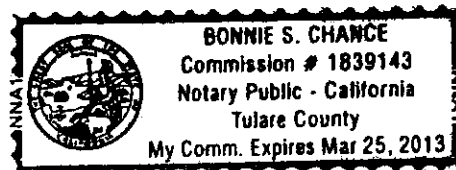
24 CHARLOTTE RITCHIE

25
26
27 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
28 ~~is~~are subscribed to the within instrument and acknowledged to me that he/she/they
29 executed the same in his/her/their authorized capacity(ies), and that by his/her/their
30 signature(s) on the instrument the person(s), or the entity upon behalf of which the
31 person(s) acted, executed the instrument.

32 I certify under PENALTY OF PERJURY under the laws of the State of California that the
33 foregoing paragraph is true and correct.

34
35 WITNESS my hand and official seal

36
37 Signature Bonnie S. Chance



1 **COUNTY OF TULARE**

2
3
4 **BY: _____**
5 **Chairman, Board of Supervisors**

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 **BY: _____**
8 **Deputy Clerk**

9
10
11
12
13 *** AREA TO BE COMPLETED BY BOARD'S NOTARY ***

14
15
16 **STATE OF CALIFORNIA)**
17 **) ss.**
18 **COUNTY OF TULARE)**
19

20 On _____ before me, _____ a
21 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
22

23 appeared _____ who proved to me on the basis of
24 satisfactory evidence to be the person whose name is subscribed to the within instrument
25 and acknowledged to me that he/she executed the same in his/her authorized capacity,
26 and that by his/her signature on the instrument the person, or the entity upon behalf of
27 which the person acted, executed the instrument.

28
29 **I certify under PENALTY OF PERJURY under the laws of the State of California**
30 **that the foregoing paragraph is true and correct.**
31

32 **WITNESS my hand and official seal.**

33
34 _____
35 **Signature of Notary Public**
36

37 Attachment
38
39
40

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY
(for APN 059-080-035, Recorded Doc. No. 2005-75019)

3. The East half of that certain parcel of land described as follows:

The Northeast quarter of the Southeast quarter of Section 26, Township 17 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the West 247 feet thereof and also EXCEPTING THEREFROM the East 40 feet thereof.

ALSO EXCEPTING THEREFROM a 24-inch steel pipeline and incidents thereto running across said Parcel No. 1 in a Northwesterly and Southeasterly direction, as reserved in the Deed from Redbanks Properties, Incorporated, a corporation, dated July 9, 1935, recorded September 6, 1935, in Book 640, Page 376 of Official Records.

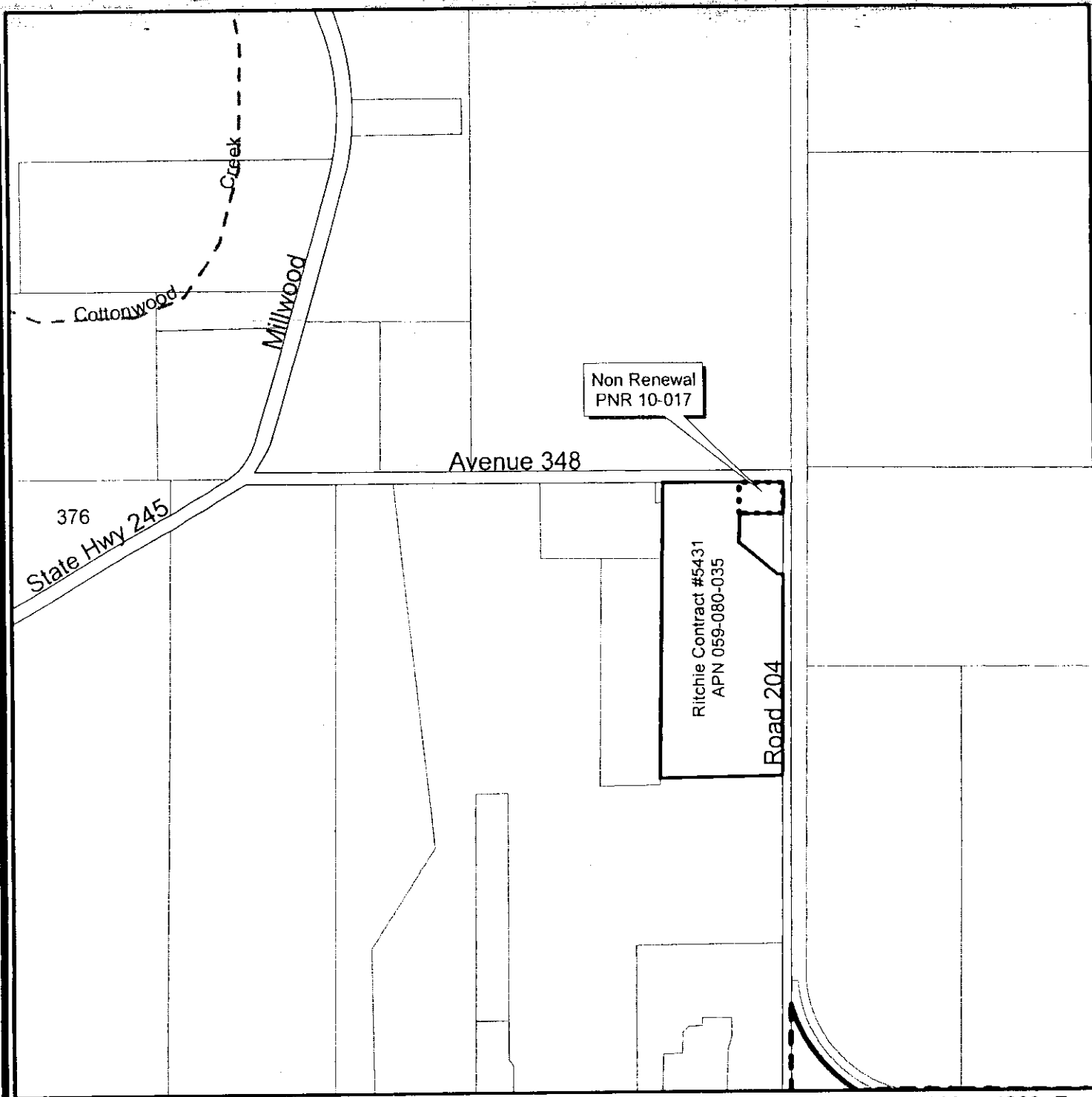
ALSO EXCEPTING THEREFROM the South 33 feet thereof.

ALSO EXCEPTING THEREFROM that portion thereof described as follows:

Beginning at the East quarter corner of said Section 26; thence South along the East line of said Section, a distance of 160.00 feet; thence West at right angles to said East line, a distance of 40.00 feet to the true point of beginning; thence continuing West, a distance of 183.39 feet; thence South a distance of 122.72 feet; thence South 51°20'46" East, a distance of 211.78 feet; thence East a distance of 18.00 feet; thence North parallel to said East line, a distance of 255.00 feet to the true point of beginning. (APN 059-080-035)

Exhibit "B"

Land In Amended Contract No. 5431A PNR 10-017



Owner: RITCHIE JACK M & CHARLOTTE (TRS)
Address: 255 N PALM ST
City, State ZIP: WOODLAKE CA 93286

Supervisory District #4

Assessors Parcel # 059080035

300 0 300 600 900 1200 Feet



Attachment 5: PNR 10-018 (Pinheiro)

- Partial Nonrenewal application
 - Graphics: Vicinity Map, Ag Preserve Map, Site Plan
- Amended Contract:
 - Exhibit A Legal Description
 - Exhibit B Map: Land in Amended Contract

Case No. PNR 10-018
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors
2800 West Burrel Avenue
Visalia, CA 93291-4582
(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2012. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A".

I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 028-070-011 (Portion)

Acreage 1.08 If applicable: Condition of Approval of Project No. PPM 10-006

By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

Virginia H. Pinheiro (559) 897-4909

NA

39766 Road 36, Kingsburg, CA 93631

Signature of each current owner: (witnessed by below-named Notary Public)

Virginia H. Pinheiro

NA

NA

NA

STATE OF CALIFORNIA

COUNTY OF Fresno } S.S.

On Dec 1, 2010 before me,

Pamela A. Bonds a Notary Public

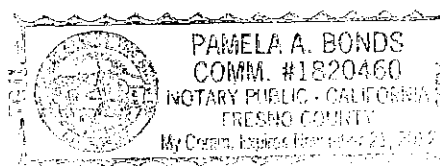
in and for said County and State, personally appeared (printed names):

Virginia H. Pinheiro

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Pamela A. Bonds



Received by RMA 12/02/2010

NOTE to Applicants: This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff (at 559-733-6291 or address above) for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Planning Division, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Nonrenewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 1584

Land Conservation Contract No. 05799

Recorded on (Date) Feb. 23, 1971 as Document No. 1981-8489

Name(s) of Original/Contract owner(s) Frank J. Pinheiro and Virginia P. Pinheiro

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on _____ by Resolution No. _____

Dated: _____

Clerk or Deputy Clerk of the Board of Supervisors of the County of Tulare

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____ before me, a Clerk (or Deputy Clerk) of the Board of Supervisors of the County of Tulare, appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness by hand and official seal.

Clerk of the Board of Supervisors
County of Tulare, pursuant to the
Authority of Civil Code
Sections 1181 and 1184.

Signature: _____
Deputy Clerk

COPIES SENT TO:
RMA, Planning Division
Assessor -- 2
State Dept. of Conservation

DATE: _____

"Exhibit A"

That portion of the North half of the Southwest quarter of the Northeast quarter of Section 29, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, described as follows:

~~Commencing for reference at the Southwest corner of the North half of the Southwest quarter of the Northeast~~
quarter of said Section 29;

Thence North along the West line of said North half a distance of 318.42 feet to the **True Point of Beginning**;

Thence continuing North along said West line a distance of 161.00 feet;

Thence East, perpendicular to said West line a distance of 210.00 feet;

Thence South, parallel to said West line, a distance of 10.00 feet;

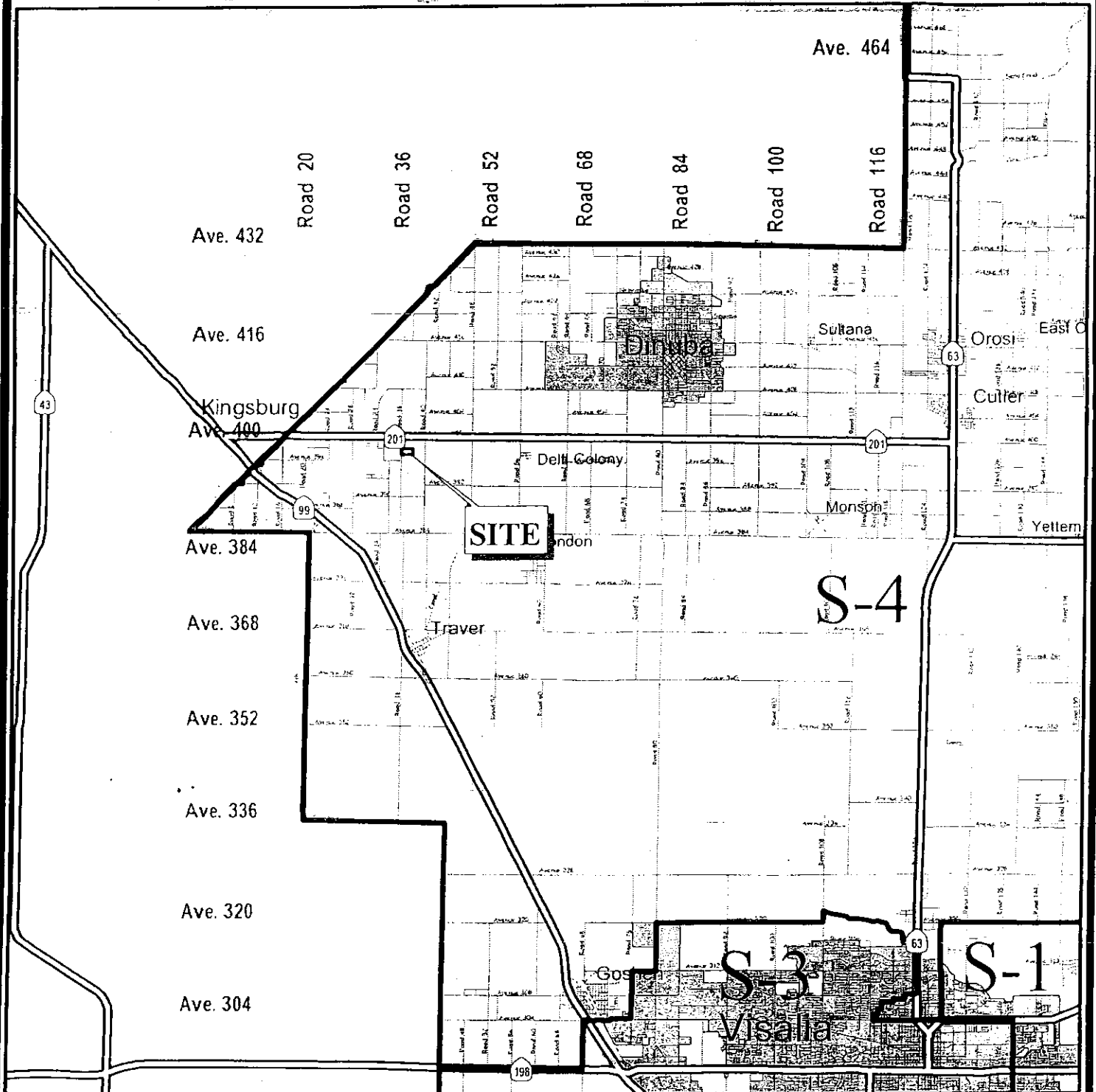
Thence East a distance of 120.00 feet;


Thence South a distance of 151.00 feet;

Thence West a distance of 330.00 feet to the **True Point of Beginning**.

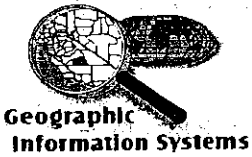


Vicinity Map for PNR 10-018

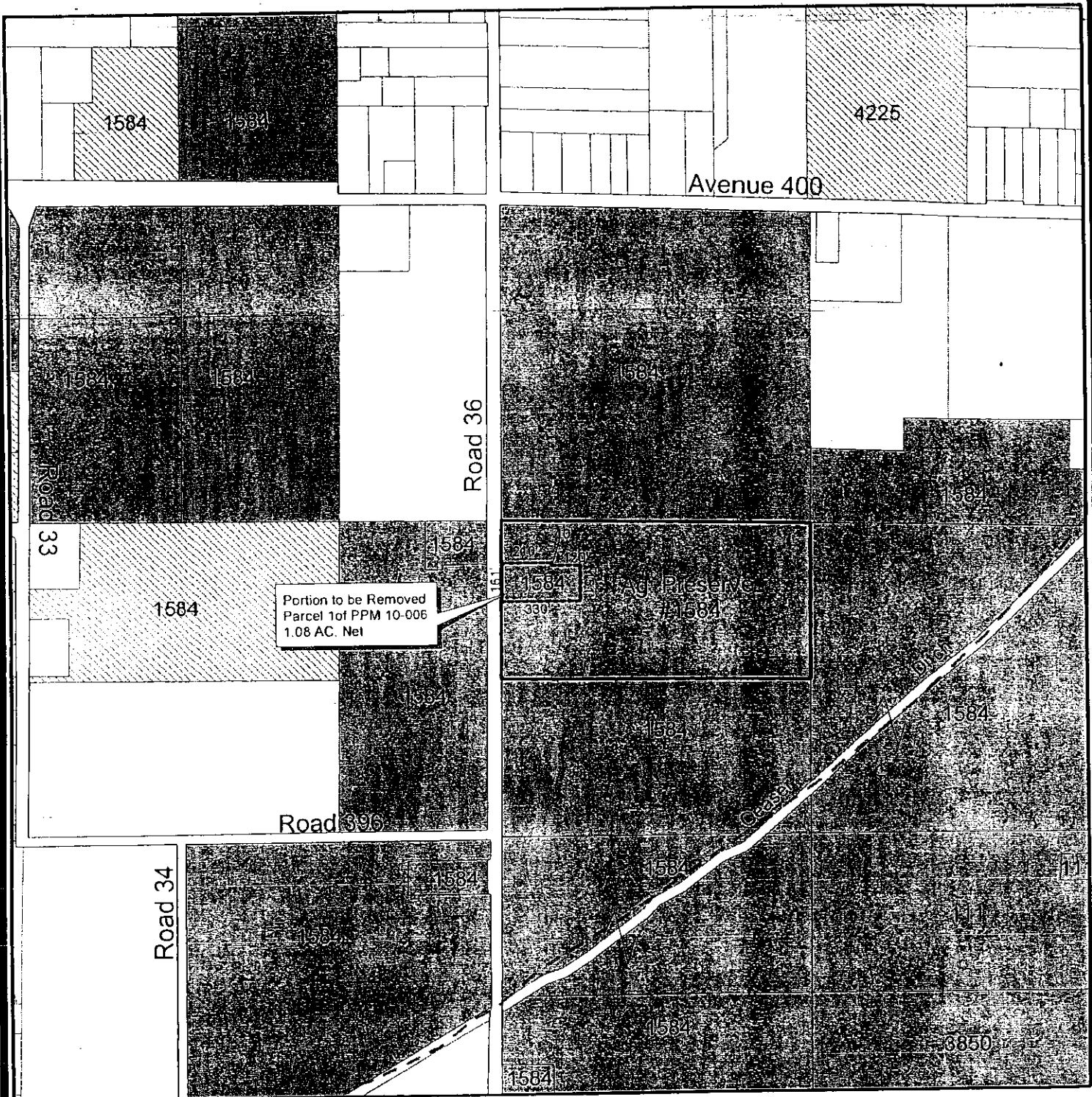


 Supervisory Districts
Site in District #4

County of Tulare



Ag. Preserve Map PNR 10-018 Ag. Preserve #1584



Owner: PINHEIRO VIRGINIA H
Address: 39766 RD 36
City, State ZIP: KINGSBURG CA 93631
Applicant: PINHEIRO
Supervisory District #4
Assessors Parcel # 028070011

300 0 300 600 900 1200 Feet

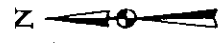
Ag Preserves
 Williamson Act Preserves
 Williamson Act Preserves - Non Renewal
 Farmland Security Zones



N1 COR. SEC. 29, 16/23
FD. SHIRK

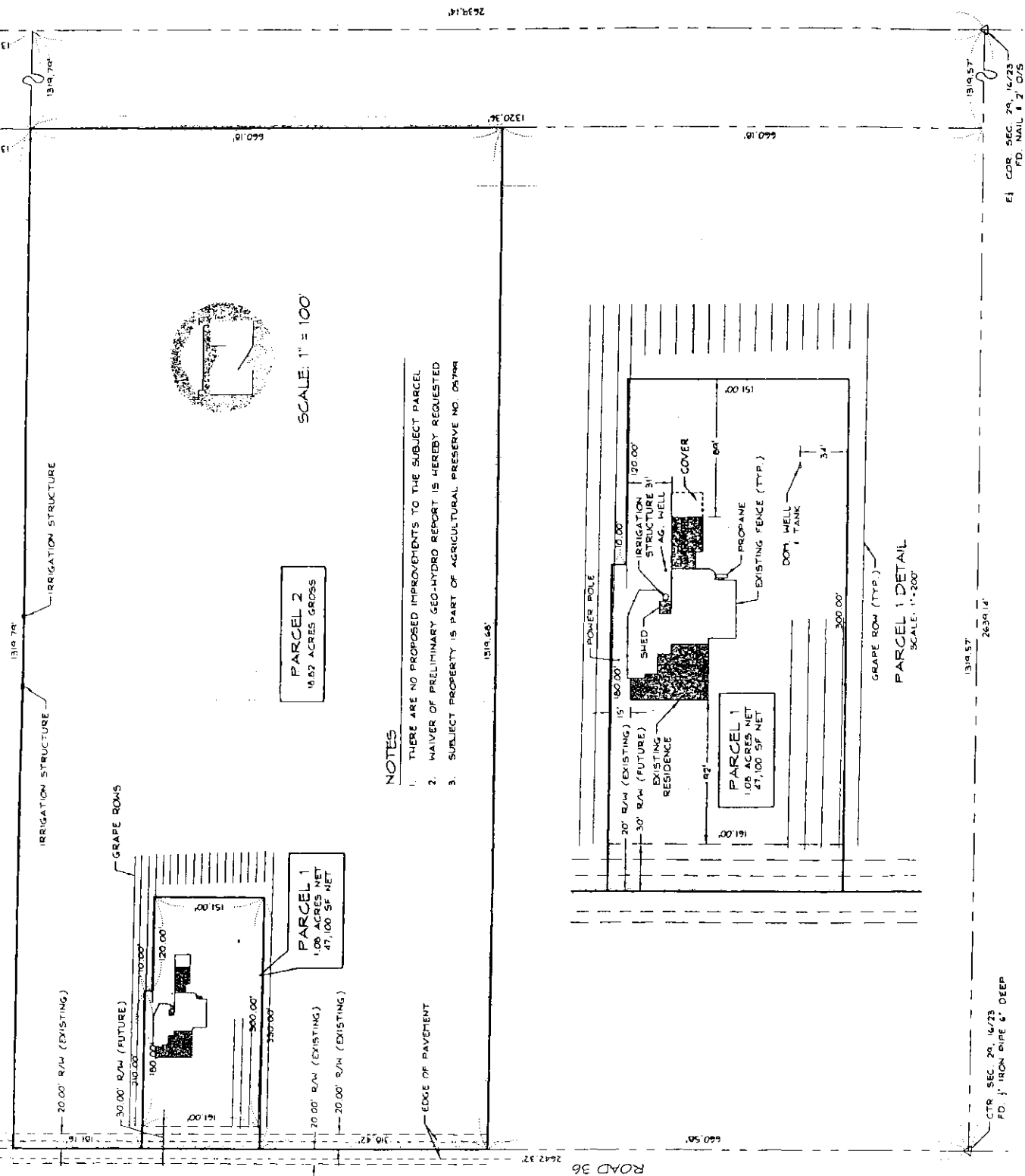
SR 201 / AVENUE 400

N1 COR. SEC. 29, 16/23
FD. SHIRK



No Scale

Tentative Parcel Map PNR 10-018



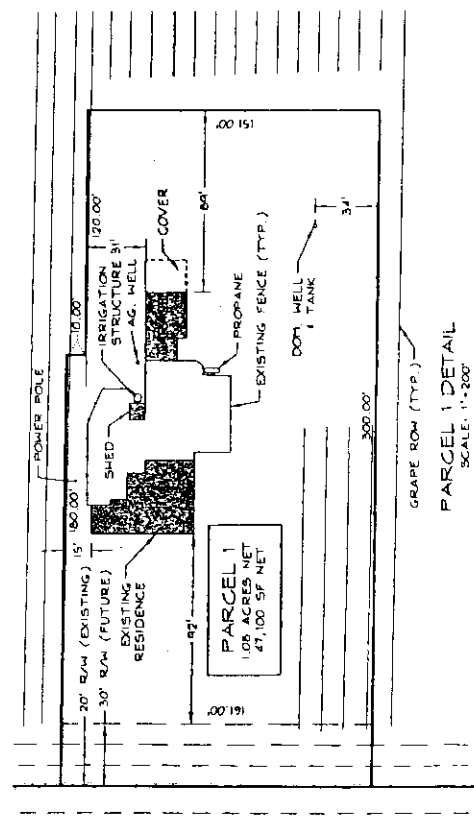
SCALE: 1" = 100'

PARCEL 2
10.82 ACRES GROSS

PARCEL 1
1.08 ACRES NET
47,100 SF NET

NOTES

1. THERE ARE NO PROPOSED IMPROVEMENTS TO THE SUBJECT PARCEL
2. WAIVER OF PRELIMINARY GEO-HYDRO REPORT IS HEREBY REQUESTED
3. SUBJECT PROPERTY IS PART OF AGRICULTURAL PRESERVE NO. 05704



PARCEL 1 DETAIL
SCALE: 1" = 200'

E1 COR. SEC. 29, 16/23
FD. NAIL 1 2' O/S

CTR. SEC. 29, 16/23
FD. 1" IRON PIPE 6" DEEP

1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

3
4 Clerk, Board of Supervisors
5 2800 West Burrel Avenue
6 Visalia, CA 93291-4582
7 (No Recording Fee, Per Govt
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 1584
12 RESOLUTION NO. 70-3005

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO

16 LAND CONSERVATION CONTRACT NO. 5799
17 RECORDED ON 01/12/1970 AS DOCUMENT NO. 1971-8489
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY

21 REFERRED TO AS AGREEMENT NO. 5799 A, RESOLUTION

22 NO. _____, is made and entered into as a result of a Partial Non-renewal

23 Application for APN No. 028-070-011, as of this

24 _____ day of _____, 20____, by and between Virginia H.

25 Pinheiro hereinafter referred to as the "Owner", and the COUNTY of TULARE,

26 hereinafter referred to as the "County";

27
28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 3265_ hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 028-070-011 with legal
33 description as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS this contract amendment applies only to the owners of the Subject
35 Property: A.P.N. No(s). 028-070-011;

1 WHEREAS, the original Land Conservation Contract was entered into pursuant
2 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an
3 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue
4 and Taxation Code;

5 WHEREAS, the Owner has applied for a partial non-renewal of said Land
6 Conservation Contract Number 5799 in regards to all or a portion the Subject Property
7 APN # 028-070-011 to satisfy the conditions set forth as a Condition of Approval
8 of Project Number (if applicable) PPM-10-006 owner's application for a Parcel Map.

9 WHEREAS, the County in consideration for granting the Partial Non-renewal,
10 desires to amend Land Conservation Contract Number 5799 in regards to the land owned
11 by Owner to include a provision which states that the original contract and that portion
12 subject to the partial non-renewal, will continue to be in full force and effect, subject to
13 the express condition that funds be annually appropriated by the State of California, and
14 that annual payments continue to be made to the County by the State Controller, under
15 the provisions of the Open Space Subvention Act (California Government Code section
16 16140, et seq.), and that if said funds are not appropriated or dispersed the County may
17 terminate the Contract in regards to the land owned by Owner and declare it null and
18 void.

19 WHEREAS, this amendment does not change any of the terms and conditions of
20 the original Land Conservation Contract other than those stated herein.

21 NOW, THEREFORE, IT IS AGREED as follows:

22 1. This Amendment to Land Conservation Contract Number 5799 is
23 entered into pursuant to the Williamson Act and all of the provisions of said Act,

1 including any amendments hereafter enacted, are hereby incorporated by reference and
2 made a part of this Contract as if fully set forth herein.

3 2. The Board of Supervisors of the County may from time to time during the
4 term of the Contract and any renewals thereof, by resolution or ordinance, add to the
5 permissible uses of the Subject Property listed in the Resolution establishing the
6 Preserve. However, the Board of Supervisors may not during the terms of the Contract
7 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
8 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

9 3. Nothing in this Contract shall limit or supersede the planning, zoning, and
10 other police powers of the County, and the right of the County to exercise such powers
11 with regard to the Subject Property. All uses of and actions regarding the Subject
12 Property shall comply with all applicable local ordinances, regulations, resolutions and
13 state laws, as adopted or amended from time to time.

14 4. This Land Conservation Contract is made expressly conditioned upon the
15 State's continued compliance with the provisions of the Open Space Subvention Act. If
16 in any year the State fails to make any of the subvention payments to the County required
17 under the provision of the Open Space Subvention Act, then this Contract, at the option
18 of, and in the sole and absolute discretion of the County, may be terminated by the
19 County and declared null and void. The State's failure to make such payments may be
20 due to non-appropriation of funds by the Legislature, failure to disburse appropriated
21 funds, amendment or repeal of the applicable provisions of the Open Space Subvention
22 Act, or by any other cause whatsoever. The County may exercise its option to declare the
23 Contract null and void by delivering notice to the Department of Conservation, Division

1 of Land Resource Protection, Owner or successors or assigns, and by recording such
2 notice in the Official Records of Tulare County. This Amended Land Conservation
3 Contract No. 5799 A, regarding land owned by Owner, shall terminate with no
4 continuing contractual rights of any kind; provided, however, that the owner may apply
5 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
6 may be provided by law.

7 5. Any notices required to be given to the County under this Amendment to
8 ~~Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of~~
9 the County, and any notices to be given to the Owner shall be mailed to the following
10 name(s) and address(es):

11 Name, mailing address, and phone number of each current owner of subject property:
12 (please type or print)
13

| | | |
|----|--|--|
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |

19
20 * * *

21
22
23 By execution hereof, the undersigned parties declare under penalty of perjury that
24 he/she/they constitute and are all of the fee title owners of the Subject Property
25 described herein, and are, or are the successors-in-interest of, the owners of such
26 property who entered into the Land Conservation Contract.

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of
2 each current owner, witnessed by below-named Notary Public):

3
4 OWNER(S)

5
6 _____
7 (Print Name)

_____ (Signature)
8
9
10
11
12
13

14
15
16
17 STATE OF CALIFORNIA

18 COUNTY OF _____ } s. s.

19
20 On _____ before me,

21
22 _____ a Notary Public
23 in and for said County and State, personally appeared (printed names) :
24
25 _____

26
27 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
28 is/are subscribed to the within instrument and acknowledged to me that he/she/they
29 executed the same in his/her/their authorized capacity(ies), and that by his/her/their
30 signature(s) on the instrument the person(s), or the entity upon behalf of which the
31 person(s) acted, executed the instrument.

32 I certify under PENALTY OF PERJURY under the laws of the State of California that the
33 foregoing paragraph is true and correct.
34

35 WITNESS my hand and official seal

36
37 Signature _____

1 COUNTY OF TULARE

2
3
4 BY: _____ ATTEST: County Administrative Officer
5 Chairman, Board of Supervisors Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

10
11
12 * AREA TO BE COMPLETED BY BOARD'S NOTARY *
13
14

15
16 STATE OF CALIFORNIA)
17) ss.
18 COUNTY OF TULARE)
19

20 On _____ before me, _____ a
21 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,.

22
23 appeared _____ who proved to me on the basis of
24 satisfactory evidence to be the person whose name is subscribed to the within instrument
25 and acknowledged to me that he/she executed the same in his/her authorized capacity,
26 and that by his/her signature on the instrument the person, or the entity upon behalf of
27 which the person acted, executed the instrument.

28
29 I certify under PENALTY OF PERJURY under the laws of the State of California
30 that the foregoing paragraph is true and correct.
31

32 WITNESS my hand and official seal.

33
34 _____
35 Signature of Notary Public County and State
36

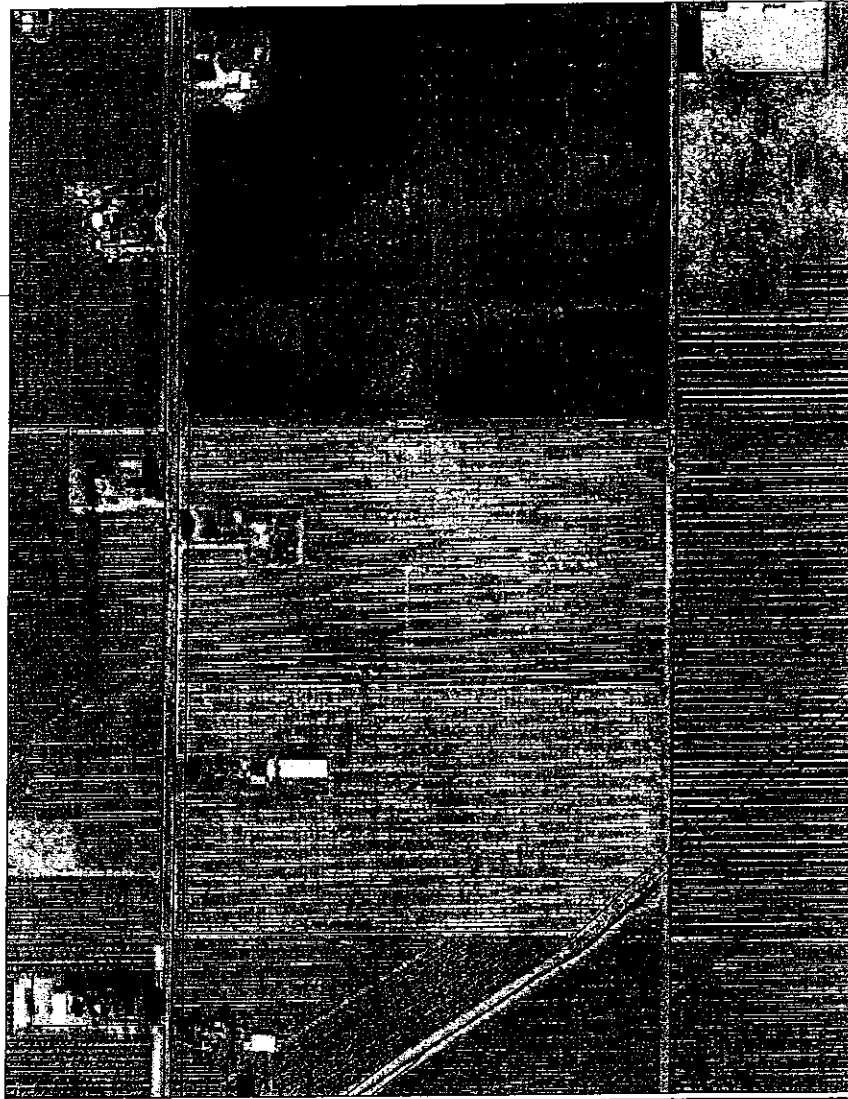
37 Attachment
38
39
40

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

The North half of the Southwest quarter of the Northeast quarter of Section 29,
Township 16 South, Range 23 East, Mount Diablo Base and Meridian.

EXHIBIT B
ILLUSTRATIVE MAP OF SUBJECT PROPERTY



1 of Land Resource Protection, Owner or successors or assigns, and by recording such
2 notice in the Official Records of Tulare County. This Amended Land Conservation
3 Contract No. 5799 A, regarding land owned by Owner, shall terminate with no
4 continuing contractual rights of any kind; provided, however, that the owner may apply
5 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
6 may be provided by law.

7 5. Any notices required to be given to the County under this Amendment to
8 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of
9 the County, and any notices to be given to the Owner shall be mailed to the following
10 name(s) and address(es):

11 Name, mailing address, and phone number of each current owner of subject property:
12 (please type or print)

13 Virginia H. Tinheiro 2606 15th Ave Kingsburg CA
14 93631

15
16
17
18
19 * * *

20
21
22
23 By execution hereof, the undersigned parties declare under penalty of perjury that
24 he/she/they constitute and are all of the fee title owners of the Subject Property
25 described herein, and are, or are the successors-in-interest of, the owners of such
26 property who entered into the Land Conservation Contract.

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of
2 each current owner, witnessed by below-named Notary Public):

3
4 OWNER(S)

5 Virginia H. Pinheiro
6 (Print Name)
7
8
9
10
11
12
13

x Virginia H. Pinheiro
(Signature)

14
15
16
17 STATE OF CALIFORNIA

18 COUNTY OF Fresno } s. s.

19
20 On Feb 2, 2011 before me,

21 Pamela A. Bonds a Notary Public
22 in and for said County and State, personally appeared (printed names) :
23

24 Virginia H. Pinheiro
25
26

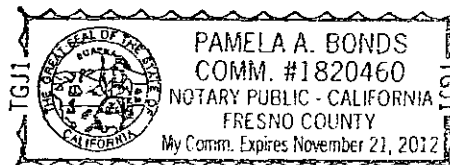
27 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
28 is/are subscribed to the within instrument and acknowledged to me that he/she/they
29 executed the same in his/her/their authorized capacity(ies), and that by his/her/their
30 signature(s) on the instrument the person(s), or the entity upon behalf of which the
31 person(s) acted, executed the instrument.

32 I certify under PENALTY OF PERJURY under the laws of the State of California that the
33 foregoing paragraph is true and correct.
34

35 WITNESS my hand and official seal

36
37 Signature

Pamela A. Bonds



1 COUNTY OF TULARE

2
3
4 BY: _____
5 Chairman, Board of Supervisors

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

10
11
12 * AREA TO BE COMPLETED BY BOARD'S NOTARY *
13
14

15
16 STATE OF CALIFORNIA)
17) ss.
18 COUNTY OF TULARE)
19

20 On _____ before me, _____ a
21 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
22

23 appeared _____ who proved to me on the basis of
24 satisfactory evidence to be the person whose name is subscribed to the within instrument
25 and acknowledged to me that he/she executed the same in his/her authorized capacity,
26 and that by his/her signature on the instrument the person, or the entity upon behalf of
27 which the person acted, executed the instrument.

28
29 I certify under PENALTY OF PERJURY under the laws of the State of California
30 that the foregoing paragraph is true and correct.
31

32 WITNESS my hand and official seal.

33
34 _____
35 Signature of Notary Public County and State
36

37 Attachment
38
39
40

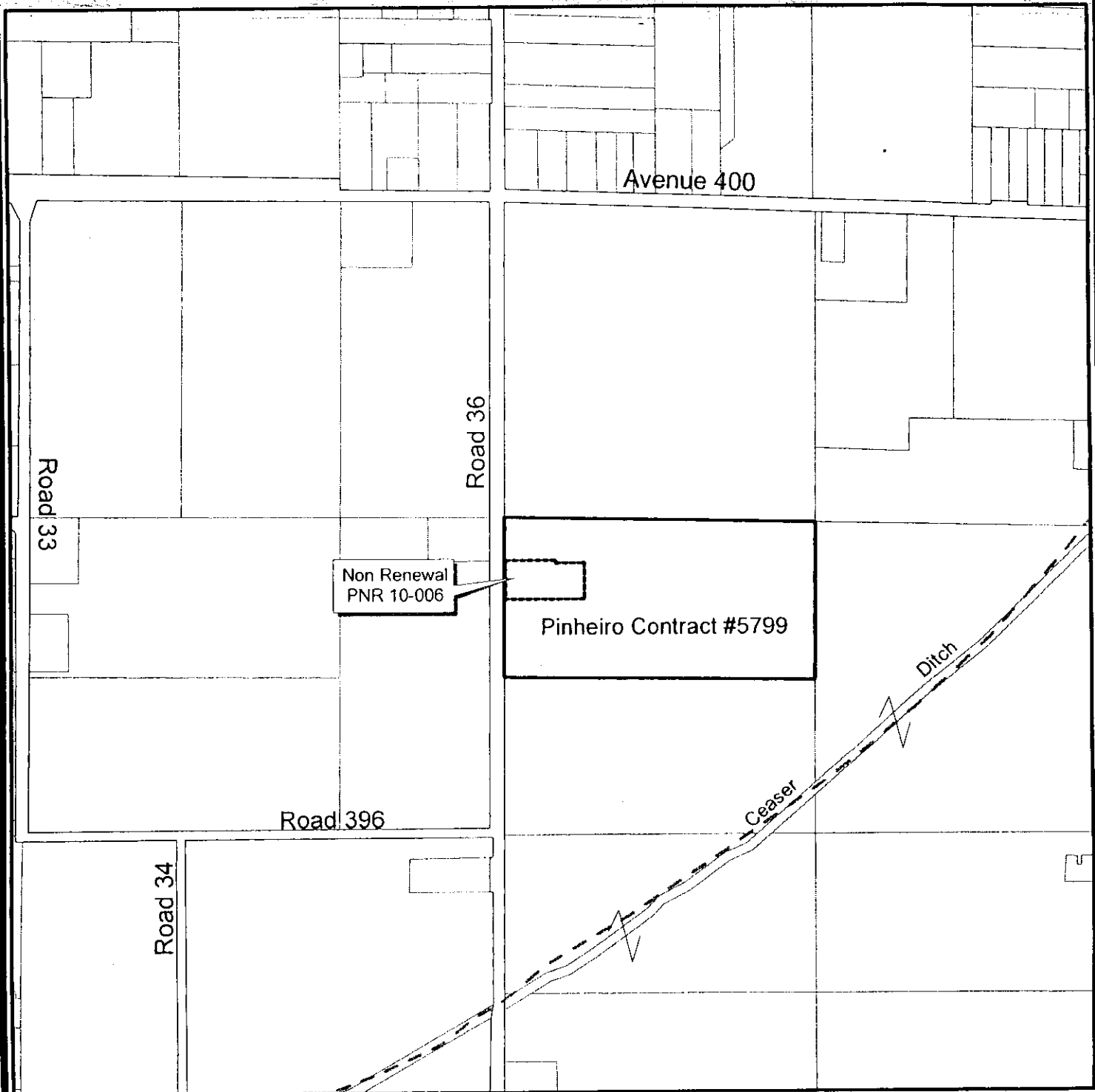
EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

The North half of the Southwest quarter of the Northeast quarter of Section 29,
Township 16 South, Range 23 East, Mount Diablo Base and Meridian.

Exhibit "B"

Land In Amended Contract No. 5799A PNR 10-018



Owner: PINHEIRO VIRGINIA H
Address: 39766 RD 36
City, State ZIP: KINGSBURG CA 93631

Supervisory District #4

Assessors Parcel # 028070011

300 0 300 600 900 1200 Feet



Attachment 6: PNR 10-019 (Daniels)

- Partial Nonrenewal application
 - Graphics: Vicinity Map, Ag Preserve Map, Site Plan
- Amended Contract:
 - Exhibit A Legal Description
 - Exhibit B Map: Land in Amended Contract

Case No. PNR 10-019
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors
2800 West Burrel Avenue
Visalia, CA 93291-4582

(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2012. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A".
I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 055-030-003 (Portion)

Acreage 1.49 acres If applicable: Condition of Approval of Project No. PPM 10-010
By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

ELDON I. DANIEL, TRUSTEE, 100 WILLOW PLAZA, SUITE 400,
VISALIA, CA 93291 (559) 733-1051

Signature of each current owner: (witnessed by below-named Notary Public)

Eldon I. Daniel

STATE OF CALIFORNIA
COUNTY OF TULARE } S. S.

On DECEMBER 9, 2010 before me,

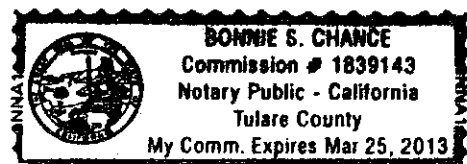
BONNIE S. CHANCE a Notary Public
in and for said County and State, personally appeared (printed names):

ELDON I. DANIEL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Bonnie S. Chance



Received by RMA 12/10/10

NOTE to Applicants: This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff (at 559-733-6291 or address above) for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Planning Division, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Nonrenewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 1826

Land Conservation Contract No. 05584

Recorded on (Date) 24 Feb 1971 as Document No. 1971-8815

Name(s) of Original/Contract Owner(s) Richard T. Edminston and Ruth E. Edminston

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on _____ by Resolution No. _____

Dated: _____
Clerk or Deputy Clerk of the Board of Supervisors of the County of Tulare

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____ before me, a Clerk (or Deputy Clerk) _____ of the Board of Supervisors of the County of Tulare, appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness by hand and official seal.

Clerk of the Board of Supervisors
County of Tulare, pursuant to the
Authority of Civil Code
Sections 1181 and 1184.

Signature: _____
Deputy Clerk

COPIES SENT TO:

RMA, Planning Division
Assessor - 2
State Dept. of Conservation

DATE: _____

(11/08)

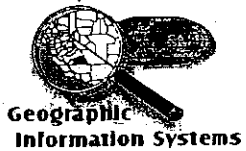
No. PNR 10-019

Exhibit "A"

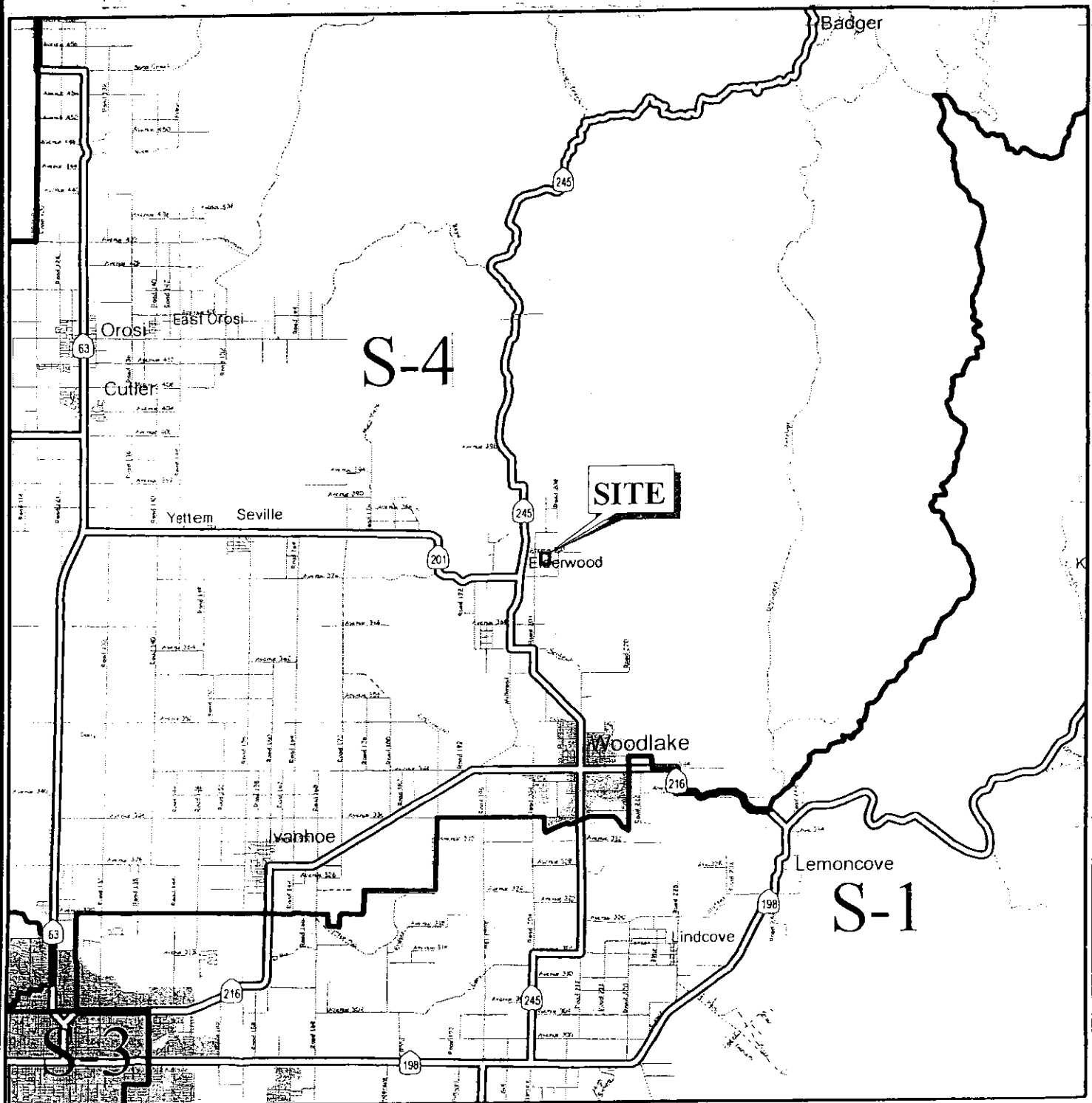
That portion of Lot 24 of Elderwood Tract, in the County of Tulare, State of California, as per Map recorded in Book 7, Page 62 of Maps in the office of the County Recorder of Tulare County described as follows;

Commencing at the centerline intersection of County Road 204 and Avenue 380; thence North ~~88°10'06"~~ East along the centerline of said Avenue 380 a distance of 816.78 feet to the True Point of Beginning; thence leaving said centerline South 00°46'56" East a distance of 273.76 feet; thence North 88°19'37" East a distance of 260.40 feet; thence North 00°31'44" West a distance of 274.51 feet to said centerline; thence South 88°10'06" West along said centerline a distance of 261.63 feet to the True Point of Beginning.


County of Tulare



Vicinity Map for PNR 10-019

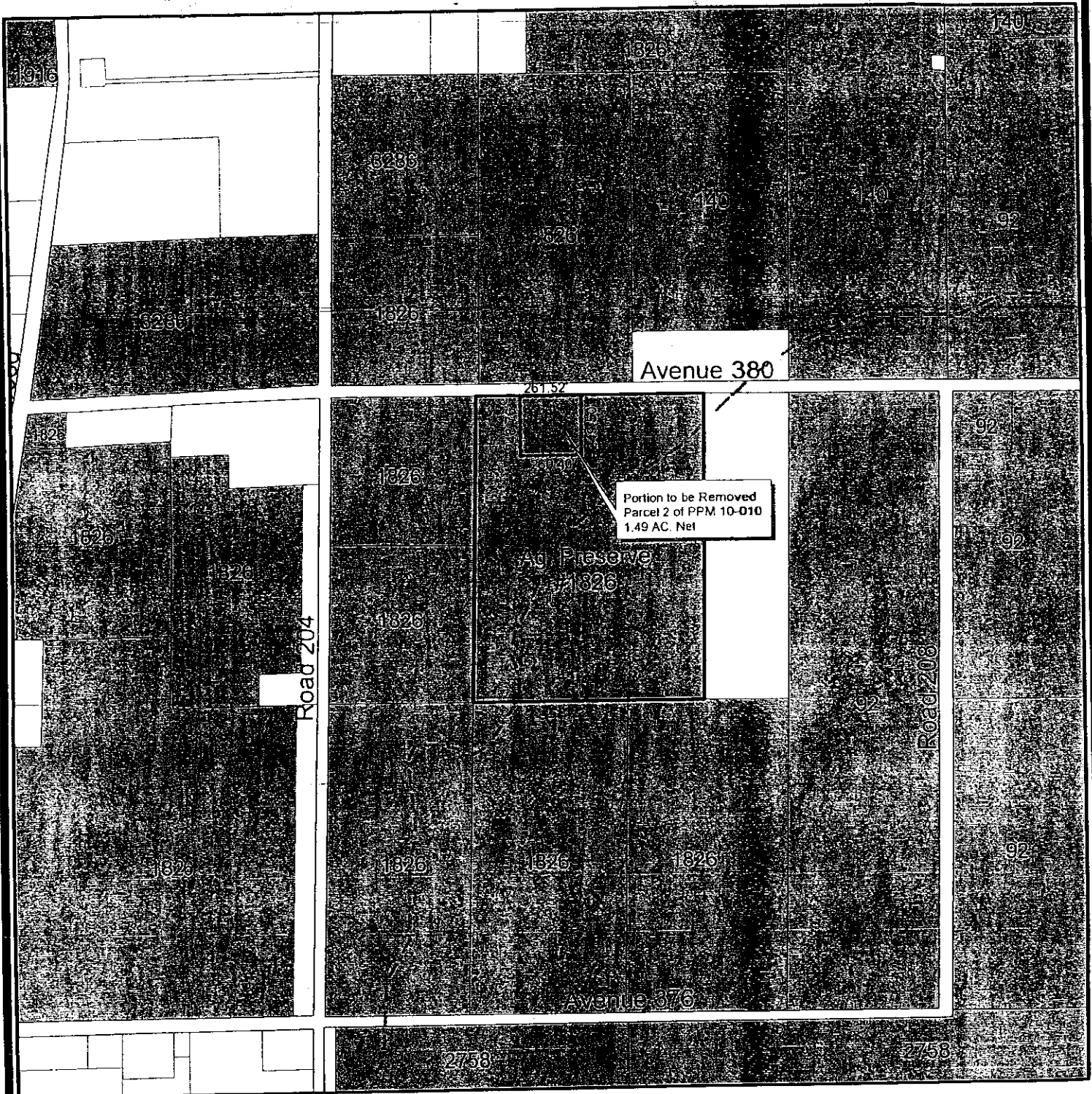


1.5 0 1.5 3 4.5 6 Miles

 Supervisorial Districts
Site in District #4



Ag. Preserve Map PNR 10-019 Ag. Preserve #1826



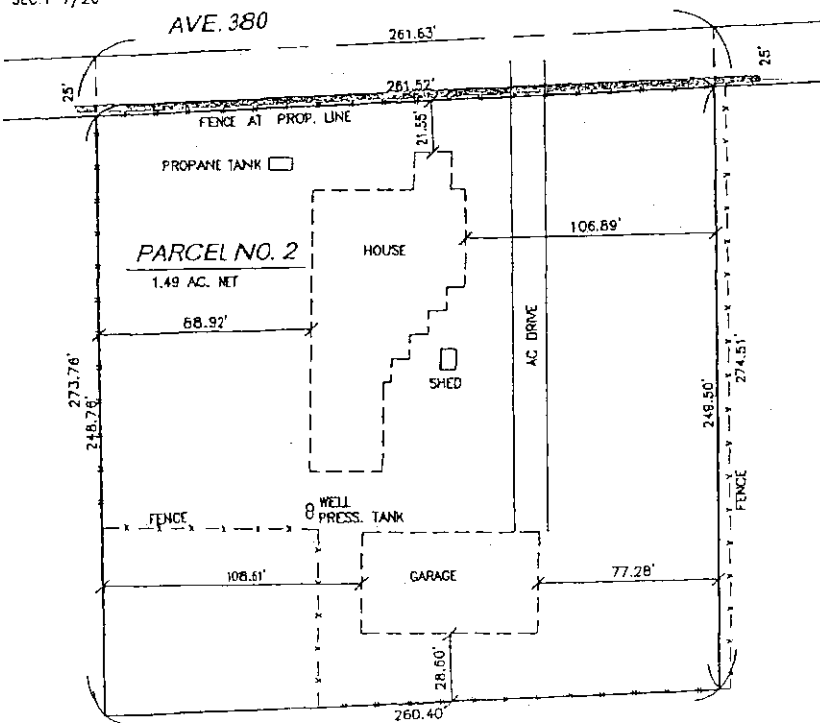
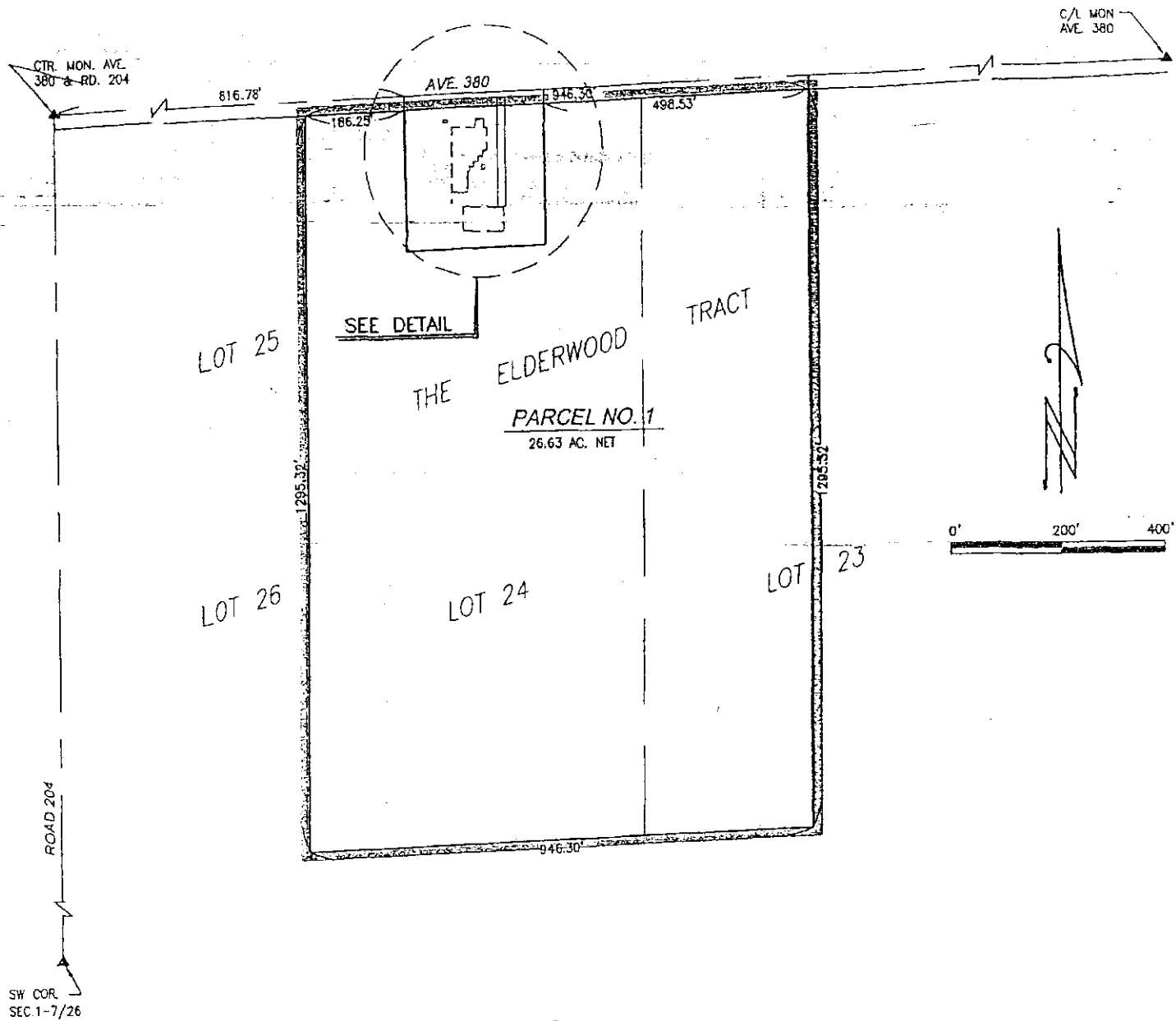
Owner: DANIEL ELTON I (SUCC TR EDMISTON SU)
Address: 100 WILLOW PLAZA SUITE 400
City, State ZIP: VISALIA CA 93291
Applicant: ELTON I. DANIEL
Supervisory District #4
Assessors Parcel # 055030003

300 0 300 600 900 Feet

Ag Preserves

- Williamson Act Preserves
- Williamson Act Preserves - Non Renewal
- Farmland Security Zones





DETAIL

Tentative
Parcel Map
PNR 10-019

0' 50' 100'

1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

3
4 Clerk, Board of Supervisors
5 2800 West Burrel Avenue
6 Visalia, CA 93291-4582
7 (No Recording Fee, Per Govt
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 1826
12 RESOLUTION NO. 70-3460

Area for Recorder's Use Only

13
14 AMENDMENT

15 TO

16 LAND CONSERVATION CONTRACT NO. 5584
17 RECORDED ON February 24, 1971 AS DOCUMENT NO. 1971-8815
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY

21 REFERRED TO AS AGREEMENT NO. 5584 A, RESOLUTION NO. _____,

22 is made and entered into as a result of a Partial Non-renewal Application for

23 APN No. 055-030-003, as of this _____ day of

24 _____, 20____, by and between Edmiston Family Revocable

25 Trust, Eldon Daniel, Successor Trustee hereinafter referred to as the "Owner", and the

26 COUNTY of TULARE, hereinafter referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 5584 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 055-030-003
32 with legal description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 055-030-003 _____;

1 WHEREAS, the original Land Conservation Contract was entered into pursuant
2 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an
3 ~~enforceable restriction under the provisions of Section 421 et seq. of the State Revenue~~
4 and Taxation Code;

5 WHEREAS, the Owner has applied for a partial non-renewal of said Land
6 Conservation Contract Number 5584 in regards to all or a portion the Subject Property
7 APN # 055-030-003 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PPM 10-010 owner's application for a Parcel Map.

9 WHEREAS, the County in consideration for granting the Partial Non-renewal,
10 desires to amend Land Conservation Contract Number 5584 in regards to the land
11 owned by Owner to include a provision which states that the original contract and that
12 portion subject to the partial non-renewal, will continue to be in full force and effect,
13 subject to the express condition that funds be annually appropriated by the State of
14 California, and that annual payments continue to be made to the County by the State
15 Controller, under the provisions of the Open Space Subvention Act (California
16 Government Code section 16140, et. seq.), and that if said funds are not appropriated or
17 dispersed the County may terminate the Contract in regards to the land owned by Owner
18 and declare it null and void.

19 WHEREAS, this amendment does not change any of the terms and conditions of
20 the original Land Conservation Contract other than those stated herein.

21 NOW, THEREFORE, IT IS AGREED as follows:

22 1. This Amendment to Land Conservation Contract Number 5584 for the
23 Subject Property is entered into pursuant to the Williamson Act and all of the provisions

1 of said Act, including any amendments hereafter enacted, are hereby incorporated by
2 reference and made a part of this Contract as if fully set forth herein.

3 2. The Board of Supervisors of the County may from time to time during the
4 term of the Contract and any renewals thereof, by resolution or ordinance, add to the
5 permissible uses of the Subject Property listed in the Resolution establishing the
6 Preserve. However, the Board of Supervisors may not during the terms of the Contract
7 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
8 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

9 3. Nothing in this Contract shall limit or supersede the planning, zoning, and
10 other police powers of the County, and the right of the County to exercise such powers
11 with regard to the Subject Property. All uses of and actions regarding the Subject
12 Property shall comply with all applicable local ordinances, regulations, resolutions and
13 state laws, as adopted or amended from time to time.

14 4. This Land Conservation Contract regarding land owned by Owner is made
15 expressly conditioned upon the State's continued compliance with the provisions of the
16 Open Space Subvention Act. If in any year the State fails to make any of the subvention
17 payments to the County required under the provision of the Open Space Subvention Act,
18 then this Contract regarding land owned by Owner, at the option of, and in the sole and
19 absolute discretion of the County, may be terminated by the County and declared null and
20 void. The State's failure to make such payments may be due to non-appropriation of
21 funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of
22 the applicable provisions of the Open Space Subvention Act, or by any other cause
23 whatsoever. The County may exercise its option to declare the Contract null and void by

1 delivering notice to the Department of Conservation, Division of Land Resource
2 Protection, Owner or successors or assigns, and by recording such notice in the Official
3 Records of Tulare County. This Amended Land Conservation Contract No. 5584-A,
4 regarding land owned by Owner, shall terminate with no continuing contractual rights of
5 any kind; provided, however, that the owner may apply for a new Land Conservation
6 Contract or Farmland Security Zone Contract as otherwise may be provided by law.

7 5. Any notices required to be given to the County under this Amendment to
8 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of
9 the County, and any notices to be given to the Owner shall be mailed to the following
10 name(s) and address(es):

11 Name, mailing address, and phone number of each current owner of subject property:
12 (please type or print)

13 ELDON I. DANIEL, TRUSTEE
14

15 100 WILLOW PLAZA, SUITE 400

16 VISALIA, CA 93291

17 (559) 733-1051
18

19
20 * * *
21
22
23

24 By execution hereof, the undersigned parties declare under penalty of perjury that
25 he/she/they constitute and are all of the fee title owners of the Subject Property
26 described herein, and are, or are the successors-in-interest of, the owners of such
27 property who entered into the Land Conservation Contract.

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of
2 each current owner, witnessed by below-named Notary Public):
3

4 OWNER(S)

5 ELDON I. DANIEL
6 (Print Name)
7
8
9

Eldon I. Daniel
(Signature)

17 STATE OF CALIFORNIA

18 COUNTY OF TULARE } s. s.

19
20 On DECEMBER 9, 2010 before me,

21
22 BONNIE S. CHANCE a Notary Public
23 in and for said County and State, personally appeared (printed names) :

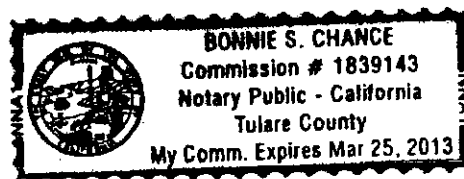
24 ELDON I. DANIEL
25 _____
26

27 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
28 is/are subscribed to the within instrument and acknowledged to me that he/she/they
29 executed the same in his/her/their authorized capacity(ies), and that by his/her/their
30 signature(s) on the instrument the person(s), or the entity upon behalf of which the
31 person(s) acted, executed the instrument.

32 I certify under PENALTY OF PERJURY under the laws of the State of California that the
33 foregoing paragraph is true and correct.
34

35 WITNESS my hand and official seal

36 Signature Bonnie S. Chance
37 _____



1 COUNTY OF TULARE

2
3
4 BY: _____
5 ~~Chairman, Board of Supervisors~~

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

10
11
12 * AREA TO BE COMPLETED BY BOARD'S NOTARY *
13
14

15
16 STATE OF CALIFORNIA)
17) ss.
18 COUNTY OF TULARE)
19

20 On _____ before me, _____ a
21 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,.
22

23 appeared _____ who proved to me on the basis of
24 satisfactory evidence to be the person whose name is subscribed to the within instrument
25 and acknowledged to me that he/she executed the same in his/her authorized capacity,
26 and that by his/her signature on the instrument the person, or the entity upon behalf of
27 which the person acted, executed the instrument.

28
29 I certify under PENALTY OF PERJURY under the laws of the State of California
30 that the foregoing paragraph is true and correct.
31

32 WITNESS my hand and official seal.
33

34 _____
35 Signature of Notary Public County and State
36

37 Attachment
38
39
40

- 1
- 2
- 3
- 4
- 5

67

Excepting therefrom an undivided one-half of all oil, gas and minerals and rights pertaining thereto, as reserved by Security First National Bank of Los Angeles, in Deed recorded February 29, 1940, in Book 889, Page 224 of Official Records. [APN: 055-030-003]

County of Tulare

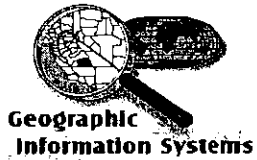
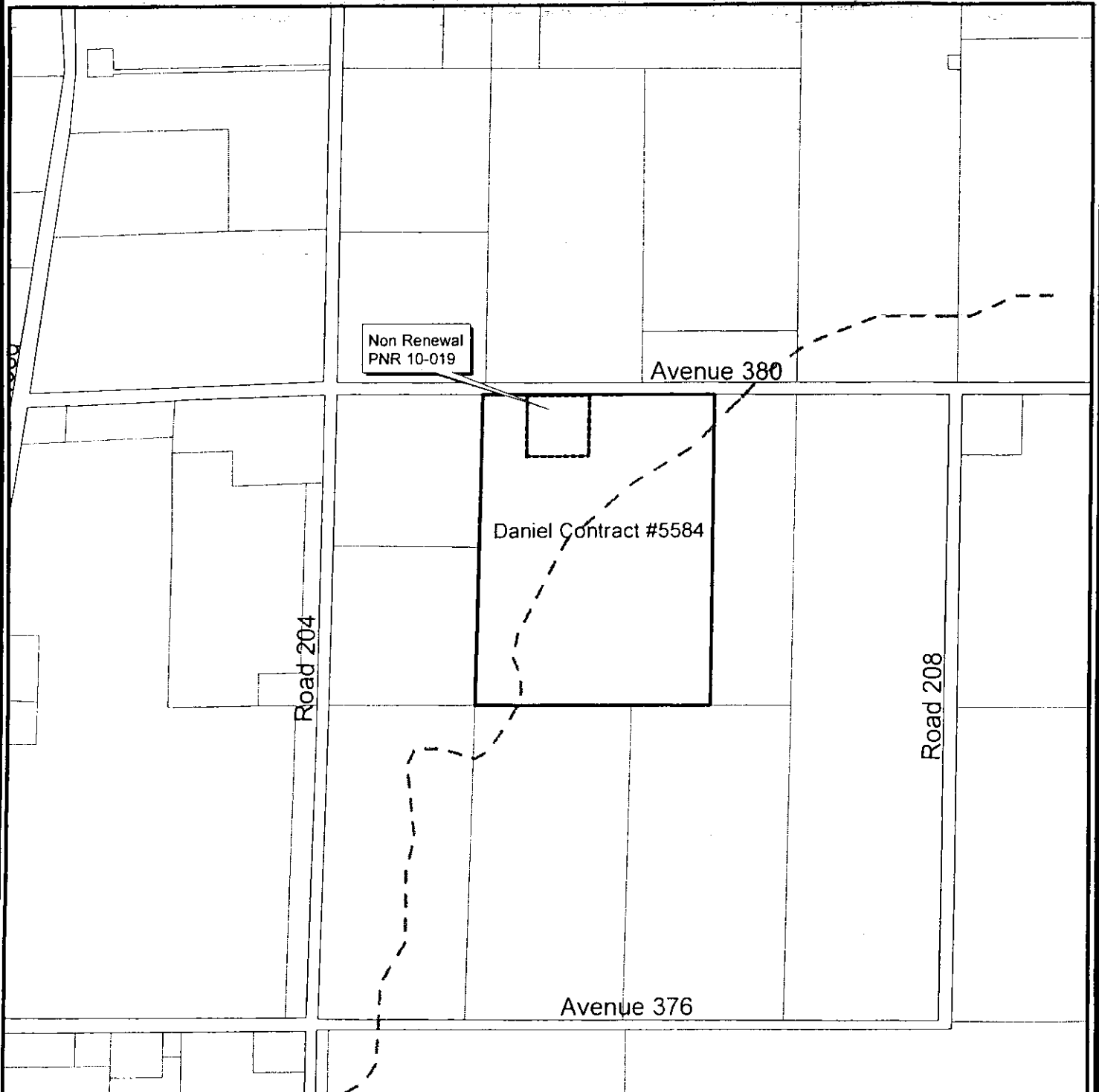


Exhibit "B"

Land In Amended Contract No. 5584A PNR 10-019



Owner: DANIEL ELDON I (SUCC TR EDMISTON SU)
Address: 100 WILLOW PLAZA SUITE 400
City, State ZIP: VISALIA CA 93291

Supervisory District #4

Assessors Parcel # 055030003

300 0 300 600 900 Feet

